AGENDA

CITY OF POCATELLO
REGULAR CITY COUNCIL MEETING

AUGUST 21, 2025 • 6:00 PM

COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE

The meeting will be live-streamed at https://streaming.pocatello.gov/ and available on Sparklight Cable channel 56

In accordance with the Americans with Disabilities Act, it is the policy of the City of Pocatello to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require an accommodation, please contact Skyler Beebe with two (2) business days' advance notice at sbeebe@pocatello.gov; 208-234-6248; or 5815 South 5th Avenue, Pocatello, Idaho. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

Any citizen who wishes to address the Council shall first be recognized by the Mayor, and shall then give their name for the record. If a citizen wishes to read documentation of any sort to the Council, they shall first seek permission from the Mayor. A three (3) minute time limitation is requested for Council presentations.

The purpose of the agenda is to assist the Council and interested citizens in the conduct of this public meeting. **Citizens should examine the agenda for the item of their interest. However, citizens are advised that only Public Hearings**

allow for public comment during the discussion/consideration process.

RECESS: In the event the meeting is still in progress at 7:30 p.m., the Mayor may call a ten-minute recess to allow Council members and participants a brief rest period.

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1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Derrick Allen, representing Pocatello Church of Christ.

3. CONSENT AGENDA

The following business items may be approved by one motion and a vote. If any one member of the Council so desires, any matter listed can be moved to a separate agenda item. **(ACTION ITEM)**

(a) **MINUTES:** Council may wish to waive the oral reading of the minutes and approve the minutes from the following meetings: Budget Development meeting of May 15, 2025; Clarification and Regular Council meetings of June 5, 2025; and Special Council meeting of August 7, 2025.

(b) **MATERIAL CLAIMS:** Council may wish to approve the Material Claims for the period of August 1-15, 2025.

(c) **TREASURER'S REPORT:** Council may wish to approve the Treasurer's Report for June 2025 showing cash and investments as of June 30, 2025.

(d) **ANIMAL SHELTER ADVISORY BOARD APPOINTMENT:** Council may wish to confirm the Mayor's appointment of Alyssa Ricks to serve as a member of the Animal Shelter Advisory Board, filling a long-term vacancy. Alyssa's term will begin August 22, 2025 and expire August 22, 2027.

(e) **CITY COUNCIL DECISION – VACATION OF RIGHT-OF-WAY FOR SAUNTER LANE:** Council may wish to adopt its decision approving the vacation and abandonment of the public's interest in right-of-way of approximately 0.5 acres of land located at Saunter Lane and distributing said vacated land to the adjacent owner, Kartchner Homes, Inc., subject to conditions.

(f) **CITY COUNCIL DECISION – ANNEXING APPROXIMATELY 12.46 ACRES OF LAND TO EXTEND THE POCATELLO CITY LIMITS ON TRAIL CREEK ROAD:** Council may wish to adopt is decision annexing approximately 12.46 acres of land located in the parent parcel RPR3853028016, generally located on Trail Creek Road. The subject property will be zoned Residential Low Density (RL).

(g) **CITY COUNCIL DECISION – FINAL PLAT APPROVAL FOR RIDGES @ HIGH TERRACE DIVISION 1:** Council may wish to adopt its decision approving the final plat for Ridges @ High Terrace Division 1 which subdivides approximately 63.18 acres of land, generally located north of East Center Street and southeast of Vista Drive, subject to conditions.

Documents:

AGENDA-ITEM-3.PDF

4. PROCLAMATIONS

5. CALENDAR REVIEW

Council may wish to take this opportunity to inform other Council members of upcoming meetings and events that should be called to their attention.

6. SURPLUS AND SALE OF SURPLUS FIRE APPARATUS – FIRE DEPARTMENT

Council may wish to approve the following requests from the Pocatello Fire subject to Legal Department review: **(ACTION ITEM)**

a) Declare a 2000 Pierce Dash Aerial Apparatus as surplus property; and if accepted

b) Authorize the sale of the apparatus to the Central Fire District and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

Documents:

AGENDA-ITEM-6.PDF

7. USE AGREEMENT – ASURE WILLIAMS/AMBUSH FC – PARKS AND RECREATION

Council may wish to approve a use agreement with Asure Williams with Ambush FC, to allow her two (2) soccer teams to practice in the greenspace at Constitution Park from August 2025 to October 2025, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-7.PDF

8. AMENDMENT TO THE IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT (ICDBG) CARES AGREEMENT – PUBLIC PARKS FOR RESILIENCY

Council may wish to approve an amendment to the Idaho Community Development Block Grant CARES Agreement Public Parks for Resiliency to increase the grant agreement amount to $360,000.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-8.PDF

9. IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT (ICDBG) BID ACCEPTANCES AND CONSTRUCTION AGREEMENTS

Council may wish to accept the recommendations of staff for the following requests regarding the ICDBG Parks for Resiliency Project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review: **(ACTION ITEM)**

a) Accept the lowest responsive, responsible bid from Morco Construction in the amount of $312,608.00 for the Optimist Park and Ross Park Bathroom Construction Option A and Option D and, if

accepted;

b) Authorize the execution of a construction agreement, notice of award, notice to proceed and all other pertinent documents, between the City of Pocatello and Morco Construction in the amount of $312,608.00.

The projects will be funded with State of Idaho Community Development Block Grant funds.

Documents:

AGENDA-ITEM-9.PDF

10. AIRPORT LEASE TERMINATION, RESOLUTION AND LEASE AGREEMENT – AIRPORT

Council may wish to approve the following requests for 3,000 square feet of property at the airport, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review: **(ACTION ITEM)**

a) Approve termination of the lease agreement between the City of Pocatello and RDM LLC, dated May 3, 2023; and if approved

b) Adopt a Resolution and approve a lease agreement between the City of Pocatello and Keith Jensen for 3,000 square feet of property upon which Mr. Jensen has purchased an aircraft hangar from RDM LLC. The lease will be for a term of 20 years. Rental rate will be $690.00 per year and will be increased annually according to the CPI with a full rate review in 2026 and every five (5) years thereafter.

Documents:

AGENDA-ITEM-10.PDF

11. ROUTEWARE ASSET MANAGEMENT AGREEMENT – SANITATION DEPARTMENT

Council may wish to accept the recommendation of staff and approve a service agreement with Routeware to provide services for the Sanitation Department's asset management system and authorize the Mayor's signature on all applicable documents, subject to Legal Department Review **(ACTION ITEM)**

Documents:

AGENDA-ITEM-11.PDF

12. FISCAL YEAR 2026 DEPARTMENTAL FEE RESOLUTION

Council may wish to adopt a resolution with exhibits (a) through (y) setting fees for Fiscal Year 2026 (October 1, 2025 through September 30, 2026). **(ACTION ITEM)** The exhibits are:

a. AIRPORT FEES

b. ALCOHOLIC BEVERAGE LICENSES FEES

c. ANIMAL SERVICES FEES

d. BUSINESS LICENSE FEES

e. CEMETERY FEES

f. COMMERCIAL ACTIVITIES IN PARKS AND PARKS FEES

g. CONSTRUCTION TRADE FEES

h. DEVELOPMENT REIMBURSEMENT FEES

i. ENGINEERING REVIEW SERVICE FEES

j. FIRE DEPARTMENT FEES

k. GEOGRAPHICAL INFORMATION SERVICE FEES

l. LIBRARY SERVICE FEES

m. PARKS AND RECREATION PROGRAM, RENTAL AND ADMISSION FEES FOR PARKS AND RECREATION ACTIVITIES

n. PARKS AND RECREATION FACILITY USE FEES

o. PLANNING AND DEVELOPMENT SERVICE FEES

p. POLICE DEPARTMENT FEES

q. PUBLIC RECORD FEES

r. SANITATION DEPARTMENT FEES

s. EROSION AND SEDIMENT CONTROL (ESC) FEES

t. POCATELLO REGIONAL TRANSIT SYSTEM FEES

u. UTILITY BILLING DEPARTMENT FEES

v. WATER DEPARTMENT FEES

w. WATER POLLUTION CONTROL DEPARTMENT FEES

x. ZOO IDAHO PROGRAM, RENTAL AND ADMISSION FEES

Documents:

AGENDA-ITEM-12.PDF

13. RESOLUTION – FISCAL YEAR 2026 FORGONE LEVY

Council may wish to adopt a Resolution certifying the levy of forgone taxes in the amount of $19,728 for use in Fiscal Year 2026 in accordance with Idaho Code §63-802. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-13.PDF

14. ORDINANCES

The Council has the following options for reading ordinances. If the Council makes no motion, the ordinance will be read on three (3) different days, two (2) readings of which may be by title only and one (1) reading of which shall be in full and placed on final passage for publication. **(ACTION ITEM)**

EXAMPLE MOTIONS:

Option 1: FOR ONE READING UNDER RULES SUSPENSION: "I move the ordinance, Agenda Item # , be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication."

Option 2: FOR THREE SEPARATE READINGS: "I move the ordinance, Agenda Item # , be read on three separate days. First and second readings will be by title and in full on the third reading. The ordinance shall then be placed on final passage for publication, and only the ordinance summary sheet be submitted for publication."

Before the ordinance can be read under Option 1, the Council must pass said motion by a vote of one-half plus one (4) of the full Council.

Ordinances ready for reading:

14 (a) An ordinance repealing City Code 5.30 – Children Group Treatment Centers. **(ACTION ITEM)**

14 (b) An ordinance amending Chapter 15.02.010 “Code Adoption” to update the governing document of the Electrical Code. **(ACTION ITEM)**

14 (c) An ordinance amending Chapter 17.04 “Overlay Areas” to clarify and improve the function of the title. **(ACTION ITEM)**

14 (d) An ordinance approving the Fiscal Year 2026 appropriation. **(ACTION ITEM)** (Whole ordinance will need to be published.)

Documents:

AGENDA-ITEM-14.PDF

15. ITEMS FROM THE AUDIENCE

This time as been set aside to hear items from the audience not listed on the agenda. Items which appeared somewhere else on the agenda will not be discussed at this time. The Council is not allowed to take any official action at this meeting on matters brought forward under this agenda item. Items will either be referred to the appropriate staff or scheduled on a subsequent agenda. You must sign in at the start of the meeting in order to be recognized. (Note: Total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker.)

16. ADJOURN

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
BUDGET DEVELOPMENT MEETING
MAY 15, 2025

AGENDA ITEM NO. 1:
ROLL CALL

Mayor Brian Blad called the City Council Budget Development meeting to order at 9:02 a.m. Council members present were Rick Cheatum, Linda Leeuwrik, Corey Mangum, Hayden Paulsen and Brent Nichols.

AGENDA ITEM NO: 2:
FISCAL YEAR 2026 BUDGET DEVELOPMENT OVERVIEW:

Gene Hill, Chief Financial Officer (CFO), gave a brief overview of budget development items to create the City's Fiscal Year 2026 Budget. Mr. Hill gave an overview of the overall economic forecast for Fiscal Year 2026 highlighting topics pertaining to inflation and historic revenue trends. He clarified that Council guidance would be necessary for departments to build budget documents, but final decisions would be made at a later date.

Council members discussed the following topics: City investment practices; revenue diversification and reporting procedures.

AGENDA ITEM NO. 3:
FISCAL YEAR 2026 REVENUE FORECAST:

Gene Hill, CFO, was present to discuss Fiscal Year 2026 projected revenue. Mr. Hill stated that the Association of Idaho Cities (AIC) provides data pertaining to projected revenues to cities. He reviewed projected revenue spreadsheets with Council members.

Council members discussed the following items: Projected sales tax estimates, projected liquor tax revenue; natural gas fees, cable franchise fees and new construction projections. Council members considered available excess reserve amounts, fee changes in various departments; projected enterprise revenue and available forgone funds. Council members discussed potential projects which may be accomplished using excess reserve funds.

Mr. Hill emphasized the importance of fiscal responsibility throughout the budget process while balancing the needs of citizens and providing essential services.

AGENDA ITEM NO. 4:
FISCAL YEAR 2026 PROPOSED FEE INCREASES:

Finance staff members and department representatives were present to discuss proposed fee increases.

Gene Hill, CFO, was present to discuss proposed fee increases for FY2025. He explained that fees are assessed for specific services to cover the cost of services provided for each department. Increases, if any, must be considered at a public hearing and all fees are set in a Fee Resolution and adopted by Council for the fiscal year.

Key topics discussed included the following: **Airport and Business Licenses:** Ensuring fees align with actual service costs. **Parks and Recreation:** Significant increases for cemetery fees to fund an endowment for long-term maintenance; program, rental, and admission fees adjusted to reflect staffing, insurance, and operating costs; new fees for Ross Park facilities; minor increases to pavilion rentals; equipment rentals and recreation program fees reviewed for competitiveness. **Building and Engineering:** Updates to building permit fees, engineering review fees, grading, and plat improvement fees; debate on valuation-based vs. per-project fees; addition of GIS dataset and aerial photography fees. **Fire Department:** Adjustments to food vendor inspection fees to align with other jurisdictions; elimination of burn permit fees due to adoption of online processing. **Planning:** Fee changes primarily due to increased publication costs; some planning activities still require taxpayer subsidy. **Sanitation and Recycling:** Fees adjusted per the 5-year rate study, with inclusion of new commercial recycling rates. **Water and Water Pollution Control (WPC):** 3% annual increases continue under the 5-year rate study; Council discussed agreements with Chubbuck for Building Department services.

Council members emphasized aligning fees with actual costs, maintaining fairness compared to industry standards and regional practices, and ensuring predictability for citizens.

Mayor Blad called a recess at 10:49 a.m.

Mayor Blad reconvened the meeting at 11:04 a.m.

AGENDA ITEM NO. 5:
FISCAL YEAR 2026 BENEFITS AND EMPLOYEE COMPENSATION:

Heather Buchanan, Human Resources Director, and AJ Argyle, GBS Benefits, presented proposed FY2026 benefits and compensation updates.

- **Action Item #1 - Insurance Renewal:** Pacific Source renewal capped at a 9.9% increase. Mr. Argyle articulated that due to large claims experienced, a significant increase is expected in 2027, and that the City would likely request proposals from alternative carriers.
- **Action Item #2 – Dental:** Met Life renewal presents a 9% increase.
- **Action Item #3 – EAP**: Blomquist Hale renewal reports a 4.92% increase.
- **Action Item #4 – Health Joy**: Cost of Health Joy was covered by Pacific Source in FY2025, but will not be covered in FY2026, as telehealth is available through Pacific Source. Discussion was held regarding adding or enhancing telehealth services. Staff noted limited utilization and technical issues, but benefits include reduced ER/urgent care visits and improved accessibility for dependents.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mangum, to direct staff to prepare preliminary budget documents to include Action Items #1- #4, as recommended. Upon roll call, those voting in favor were Leeuwrik, Mangum, Cheatum, Nichols and Paulsen.

- **Action Item #5 – 30-hour employee benefit rates**: Ms. Buchanan gave an overview of the current rates and division of costs pertaining to benefits rates of

30-hour employees. Staff recommended to move 30-hour employees to match the full time rates for dental and vision, which matches the City's portion for medical rates.

A motion was made by Mr. Mangum, seconded by Ms. Leeuwrik, to direct staff to prepare preliminary budget documents to include Action Item #5, as recommended. Upon roll call, those voting in favor were Mangum, Leeuwrik, Cheatum, Nichols and Paulsen.

- **Action Item #6 – Tuition Reimbursement Funding Requests:** Ms. Buchanan gave an overview of the current tuition reimbursement funding requests totaling $111,000 for all departments. Staff anticipates approximately $20,000 to remain in the fund at the end of FY2025, once spring and summer reimbursements have been fully paid.

A motion was made by Mr. Mangum, seconded by Ms. Leeuwrik, to direct staff to prepare preliminary budget documents to include tuition reimbursement funding requests, as requested. Upon roll call, those voting in favor were Mangum, Leeuwrik, Cheatum, Nichols and Paulsen.

- **Action Item #7 – Compensation Step and Table Movement**: Ms. Buchanan gave an overview of the costs associated with a Step Movement and Table Adjustment for General Employees, Fire Union, Fire Management, Police Union and Police Management. Recommendations include a step movement for General Employees, Fire Union, Fire Management and Police Management. Police Union would receive a placement upon a new table instead of a step. Recommendations for table adjustments include 1.5% for General Employees, Fire Management and Police Management and 1.5%, as outlined in the Collective Bargaining Agreement for Fire Union employees.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mangum, to direct staff to prepare preliminary budget documents to include step movement and table adjustments as recommended. Upon roll call, those voting in favor were Leeuwrik, Mangum, Cheatum, Nichols and Paulsen.

- **Action Item #8 – Adjust Overtime**: Ms. Buchanan explained that in past budget development proceedings, Council may have granted step movements, but did not adjust the overtime budget to address the increased compensation for overtime. She stated that staff recommends to increase the overtime budget line of each department 3.79%, which represents the compensation increase of steps, table adjustment and new police scale. Ms. Buchanan emphasized that in some departments, such as Street Department, Police, Fire and Water Department, overtime depends on staffing levels and seasonal demand.

A motion was made by Mr. Mangum, seconded by Ms. Leeuwrik, to direct staff to prepare preliminary budget documents to include a 3.79% increase to the overtime budget line of each department, as recommended. Upon roll call, those voting in favor were Mangum, Leeuwrik, Nichols and Paulsen. Cheatum voted in opposition to the motion. The motion passed.

AGENDA ITEM NO. 6:
HUMAN RESOURCES DEPARTMENT/WELLNESS:

Heather Buchanan, Human Resources Director, was present to give a presentation. She provided an early review of FY26 expenditures, noting most costs are soft expenses such as office supplies, trainings, and memberships. The Wellness Program proposal included a $14,000 allocation from reserves to pilot a wellness app offering fitness tracking, coaching, and health resources. Costs are per enrollee; unused funds would return to reserves.

Council discussed participation levels, morale benefits, and potential impact on medical claims. Insurance representatives noted large claims are largely unavoidable but affirmed wellness programs improve engagement and preventive care. Council shared their support for further consideration of the wellness app in the FY2026 budget development process.

AGENDA ITEM NO. 7:
ADJOURN

There being no further business, Mayor Blad adjourned the meeting at 12:06 p.m.

APPROVED:

_____
BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

_____
KONNI R. KENDELL, CITY CLERK

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
CLARIFICATION MEETING
JUNE 5, 2025

AGENDA ITEM NO. 1: ROLL CALL

Mayor Brian Blad called the City Council Clarification meeting to order at 5:32 p.m. Council members present were Rick Cheatum, Corey Mangum, Brent Nichols, and Hayden Paulsen. Council member Linda Leeuwrik was excused.

AGENDA ITEM NO. 2: DISCUSSION

Mayor Blad and City Council members discussed items listed on the June 5, 2025 Regular City Council Meeting agenda. Staff members clarified agenda item information for City Council members.

AGENDA ITEM NO. 3: ADJOURN

Mayor Blad adjourned the City Council Clarification Meeting at 5:39p.m.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
REGULAR CITY COUNCIL MEETING
JUNE 5, 2025

AGENDA ITEM NO. 1: ROLL CALL AND PLEDGE OF ALLEGIANCE

The Regular City Council meeting was called to order at 6:00 p.m. by Mayor Brian Blad. Council members present were Rick Cheatum, Corey Mangum, Brent Nichols, and Hayden Paulsen. Council member Linda Leeuwrik was excused.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: INVOCATION

The invocation was offered by Pastor Nancy Pearson, representing First Presbyterian Church.

Mayor Blad announced Agenda Item No. 13 (a) had been pulled from the agenda.

AGENDA ITEM NO. 3: CONSENT AGENDA

Council was asked to consider the following business items:

(a) MINUTES
Waive the oral reading of the minutes and approve the minutes from the Clarification and Regular City Council meetings of April 17, 2025.

(b) MATERIAL CLAIMS
Approve the Material Claims for the period of May 16 - 31, 2025 in the amount of $2,372,132.37.

(c) RESOLUTION – 2025 DESTRUCTION OF CITY RECORDS
Adopt a Resolution (2025-16) providing for the destruction of temporary records pursuant to Idaho Code §50-907 and the City's Records Policy.

A motion was made by Mr. Cheatum, seconded by Mr. Mangum, to approve the items on the Consent Agenda. Upon roll call, those voting in favor were Cheatum, Mangum, Nichols, and Paulsen.

AGENDA ITEM NO. 4: PROCLAMATIONS

Mayor Blad announced there were no proclamations.

AGENDA ITEM NO. 5: CALENDAR REVIEW

Mayor Blad reminded Council members of the following meetings:

June 10 and 11 City Council Budget Development meetings beginning at 9 a.m. each day; June 12 City Council Work Session at 9:00 a.m.; June 19 is the Juneteenth holiday - all regularly scheduled City Council meetings on this day have been canceled; June 25 Special City Council Town Hall meeting.

Mayor Blad announced that on June 10 from 4 p.m. – 6 p.m. there will be an Open House for North Portneuf Crossing Project at the Pocatello Water Department located at 1889 North Arthur Avenue; the Poky Paddle will take place on June 13 from 5 p.m. – 8 p.m. at Centennial Park; the June Jaunt Fun Run will be June 14 at 8:00 a.m. Please contact the Parks and Recreation Department for details; June 15 is Father's Day at the Zoo. Fathers will receive a 50% discount off their admission when accompanied by a paid child; City offices will be closed on June 19 for the Juneteenth Holiday. Garbage, compost, and recycling pick-ups will continue on schedule; Municipal Band Concerts on Sunday evenings at the Ross Park Bandshell from 7 p.m. to 8 p.m. beginning June 29 and continuing through August 3. The concerts are free to the community.

AGENDA ITEM NO. 6: CONFIRMATION OF COUNCIL MEMBER APPOINTMENT – BATES

Council was asked to confirm the Mayor's appointment of Dakota Bates to serve as a City Council member fulfilling the unexpired term of Josh Mansfield, City Council member Seat No. 4, with the appointment to be effective June 5, 2025.

A motion was made by Mr. Nichols, seconded by Mr. Cheatum, to confirm the Mayor's appointment of Dakota Bates to serve as a City Council member fulfilling the unexpired term of Josh Mansfield, City Council member Seat No. 4, with the appointment to be effective June 5, 2025. Upon roll call, those voting in favor were Nichols, Cheatum, Mangum, and Paulsen.

Konni Kendell, City Clerk, administered the oath of office to the newly appointed City Council member. Council member Dakota Bates was sworn in and assumed the dais as he completed his oath.

AGENDA ITEM NO. 7: PUBLIC HEARING – SOUTH 5TH AVENUE AREA WIDE PLAN

This time was set aside for the Council to hear comments from the public regarding the South 5th Area Wide Plan. Council was asked to adopt the proposed document as an official City plan by resolution.

Mayor Blad declared the public hearing open.

Jennifer Flynn, Assistant Planner, presented the final draft of the South 5th Area Wide Plan for Council consideration and adoption by resolution. She explained that in 2023, the City was awarded $500,000 from the Environmental Protection Agency to conduct Brownfield assessments and develop redevelopment plans. The plan outlines a community vision focused on diversified housing, improved appearance, safer streets, and enhanced pedestrian and bicycle infrastructure to support economic development. Ms. Flynn said the plan encourages mixed-use zoning, increased student and senior housing, multi-use paths, improved transit, ADA access, park improvements, and code enforcement. It aligns with several existing City and regional planning documents and is intended to guide future public and private developments. The plan was presented at the May 8, 2025 Work Session and is available on the City website and in the agenda materials. She confirmed that since the May 8 Work Session, no changes were made and added that all public notice requirements were met.

Mayor Blad announced that no written correspondence had been received.

Dale Spencer, Pocatello resident, spoke in support of the proposal. He noted that Westside Players Theater has been located on South 2nd Avenue for 38 years and he felt the plan would benefit the area.

Kevin Spencer, Pocatello resident, spoke in opposition of the proposal. He brought up concerns regarding the annexation of the South 5th area and a business he felt was not keeping the aquifer safe due to their practices. It was revealed that his complaints weren't in relation to the area plan being discussed.

In response to questions from the Council, Ms. Flynn explained how this area plan is different than the annexation. She explained the location of the area plan and explained where a map could be found.

Nikki Taysom, Pocatello resident, spoke in opposition to the proposal. She questioned the need for additional pedestrian improvements along South 5th, requested clearer maps and information, and expressed concern about public safety and the use of funds.

Nanette Smith, Pocatello resident, spoke in opposition to the proposal. She expressed concern about traffic safety near South 5th and 4th Avenues, stating that entering and exiting nearby businesses is dangerous and that a lower speed limit or traffic light is needed. She urged the City to address these safety issues before moving forward with the plan.

Paul Gregerson, Pocatello resident, spoke in opposition to the proposal. He expressed concern about heavy traffic and dangerous conditions near the Maverick on South 5th, recalling past serious accidents in the area. He said trucks often take risks pulling into traffic, creating frequent near misses, and urged the City to address the need for a traffic light and other safety measures before increasing traffic through the area.

In response to questions from the Council, Ms. Flynn explained that the traffic concerns near Maverick are outside the South 5th Area Wide Plan boundary. She said the plan focuses on slowing traffic and improving pedestrian safety through the ISU corridor but does not propose new traffic lights. Ms. Flynn noted that South 5th is under the jurisdiction of Idaho Transportation Department (ITD), so any signals or speed adjustments would require coordination with the state. She explained that the goal of the South 5th Area Wide Plan is to create a continuous and connected bike path network. She noted that while the path runs well in front of the cemetery, it ends past Idaho State University, and the plan advocates for safer pedestrian travel and improved connectivity throughout the corridor from 5th Avenue to 1st Avenue. Ms. Flynn clarified that the southernmost street in the plan area is Velton Avenue and the northernmost is Terry Street.

In response to questions from the Council, Brent McLane, Planning and Development Services Director, explained that the Planning Department does not control street speed limits and that questions on that issue should be directed to the Street Department. He stated the South 5th Area Wide Plan only addresses the defined project boundaries and does not include the area near Maverick, though that area could be considered in a future comprehensive plan. He explained that the plan encourages bike commuting on routes

other than South 5th and South 4th, where traffic is lighter. He said South 5th has a mostly adequate bike path, but South 4th is dangerous due to heavy traffic and parked cars. The plan proposes creating safer bike paths on nearby streets, such as 2nd Avenue, to provide a safer southbound route.

In response to a request from the Council, Ms. Flynn explained that the South 5th Area Wide Plan is available through the agenda attachments on the City's website, which include both a presentation overview and the full 83-page plan. She noted that a QR code is also available to access the plan on a smartphone, and she offered to provide the information directly to anyone who contacts her.

Council members acknowledged ongoing concerns about traffic and safety at the South 5th interchange and explained that the issue falls under ITD's jurisdiction. Council members noted they have been in contact with ITD leadership for the past two years and that traffic lights and major reconstruction are planned but likely will not occur until the mid-2030s due to budget constraints. They emphasized that the City has made pedestrian safety improvements where possible, but the interchange remains under ITD control.

There being no further public comments, Mayor Blad closed the public hearing.

A motion was made by Mr. Paulsen, seconded by Mr. Mangum, to adopt the proposed document as an official City plan and adopt resolution (2025-17). Upon roll call, those voting in favor were Paulsen, Mangum, Bates, Cheatum, and Nichols.

AGENDA ITEM NO. 8: FINAL PLAT – HOSPITAL VIEW DIVISION 1

Council was asked to approve a final plat application submitted by JG Ventures, LLC, represented by Bryce Marsh, Horrocks Engineering (mailing address: 2194 Snake River Parkway, Suite 205, Idaho Falls, ID 83402) to subdivide 3.669 acres (more or less) into four (4) commercial lots and two (2) common lots. The proposed subdivision is located east of Portneuf Medical Center and will be known as Hospital View Division 1. Staff recommended approval of the final plat with conditions.

Mr. Nichols recused himself from voting as he has a personal conflict of interest.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve a final plat application submitted by JG Ventures, LLC, represented by Bryce Marsh, Horrocks Engineering, to subdivide 3.669 acres (more or less) into four (4) commercial lots and two (2) common lots with the following conditions: 1) All conditions set out in the Public Works Department Memorandum from Merril Quayle, P .E. dated May 6, 2025, shall be met; 2) All conditions set out in the Executive Summary dated June 5, 2025, shall be met; 3) All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision shall apply and that the decision be set out in appropriate Council decision format. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, and Cheatum. Mr. Nichols recused himself from voting on the motion. The motion passed.

AGENDA ITEM NO. 9: FINAL PLAT APPLICATION – FAIRMONT PLACE

Council was asked to approve a final plat application submitted by Cody Christensen, represented by Laura-Louise Radke, Sunrise Engineering (mailing address: 600 East Oak Street, Pocatello, ID 83201) to subdivide 2.22 acres (more or less) into thirteen (13) lots. The properties are located in the 1100 block of East Poplar Street and 600 block of Franklin Avenue. Staff recommended approval of the final plat with conditions.

A motion was made by Mr. Mangum, seconded by Mr. Cheatum, to approve a final plat application submitted by Cody Christensen, represented by Laura-Louise Radke, Sunrise Engineering to subdivide 2.22 acres (more or less) into thirteen (13) lots located in the 1100 block of East Poplar Street and 600 block of Franklin Avenue with the following conditions: 1) All conditions set out in the Public Works Department Memorandum from Merril Quayle, P.E. dated May 23, 2025, shall be met; 2) All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision shall apply and that the decision be set out in appropriate Council decision format. Upon roll call, those voting in favor were Mangum, Cheatum, Bates, Nichols, and Paulsen.

AGENDA ITEM NO. 10: IDAHO FIRE CHIEFS LICENSE PLATE GRANT APPLICATION REQUEST

Council was asked to approve submission of a grant application for the Idaho Fire Chiefs License Plate Grant in the amount of $3,000.00 and if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Grant funds will be used for the purchase of fire prevention outreach materials. There is no grant match required.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve submission of a grant application for the Idaho Fire Chiefs License Plate Grant in the amount of $3,000.00 and if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, Cheatum, and Nichols.

AGENDA ITEM NO. 11: HOUSING PLAN AWARD/ PROFESSIONAL SERVICES AGREEMENT – STANTEC CONSULTING SERVICES, INC.

Council was asked to accept the recommendations of staff and award a contract and approve a professional services agreement between the City of Pocatello and Stantec Consulting Services, Inc. for a Housing Plan and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. The City conducted a Request for Qualifications (RFQ) for the Housing Plan and received eleven (11) responsive and responsible proposals for the services and Stantec Consulting Services, Inc. was deemed the most highly qualified.

A motion was made by Mr. Nichols, seconded by Mr. Mangum, to award a contract and approve a professional services agreement between the City of Pocatello and Stantec Consulting Services, Inc. for a Housing Plan and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Nichols, Mangum, Bates, Cheatum, and Paulsen.

AGENDA ITEM NO. 12: BID ACCEPTANCE AND CONTRACT FOR EAST OAK STREET CHILD PEDESTRIAN SAFETY IMPROVEMENTS PROJECT – D–CO CONCRETE, LLC

Council was asked to approve the following requests regarding the East Oak Street Child Pedestrian Safety Improvements Project:

(a) ACCEPT BID - D-CO CONCRETE, LLC
Accept the low responsive bid received on May 13, 2025, from D-Co Concrete, LLC for $237,970.66, and if accepted;

(b) AUTHORIZE AGREEMENT - D-CO CONCRETE, LLC
Authorize an agreement between the City of Pocatello and D-Co Concrete, LLC in the amount of $237,970.66 for the East Oak Street Child Pedestrian Safety Improvements Project, and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

The City was awarded $250,000.00 through the State of Idaho Children Pedestrian Safety (CPS) Program to provide infrastructure improvements for the Greenacres Elementary School project development. There is no fiscal requirement or match for the project.

A motion was made by Mr. Paulsen, seconded by Mr. Mangum, to approve the requests regarding the East Oak Street Child Pedestrian Safety Improvements Project as outlined in Agenda Item No. 12(a) and 12(b) and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

In response to questions from the Council, Mariela Mejia, Project Manager, stated that construction at Greenacres Elementary School is scheduled to begin next week and be completed by the end of July. She explained that the work is planned during the summer to avoid disrupting students when school resumes.

Mr. Paulsen's motion was voted upon at this time. Upon roll call, those voting in favor were Paulsen, Mangum, Bates, Cheatum, and Nichols.

AGENDA ITEM NO. 13: PROFESSIONAL SERVICES AGREEMENT – BIOTA CONSULTING

Council was asked to approve the following lease agreements and adopt corresponding Resolutions for property at the Airport and authorize the Mayor's signature on all applicable documents, subject to Legal Department review:

(a) IDAHO INLINE HOCKEY – PULLED FROM AGENDA
As announced earlier, Agenda Item No. 13 a) A lease agreement with Idaho Inline Hockey for approximately 3.25 acres of property upon which they will construct and operate an indoor hockey facility, was pulled from the agenda.

(b) LEASE AGREEMENT WITH RDM ONSITE
A lease agreement with RDM Onsite for approximately 4,208 square feet of warehouse space for the purpose of cold storage of business supplies and equipment. Term will be five (5) years and rental rate will be $553.80 per month; and

(c) LEASE AGREEMENT RENEWAL WITH MARILYN MERRILL
A lease agreement renewal with Marilyn Merrill for approximately 1,760 square feet of hangar space for the storage of aircraft. Term will be five (5) years and rental rate will be $324.20 per month.

All rental rates will be increased annually according to the CPI with a full rate review in 2026 and every five (5) years thereafter.

A motion was made by Mr. Mangum, seconded by Mr. Bates, to approve the following lease agreements with rental rates to be increased annually according to the CPI with a full rate review in 2026 and every five (5) years thereafter and adopt the following corresponding resolutions and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review: 13b) Adopt a resolution (2025-18), and approve a lease agreement with RDM Onsite for approximately 4,208 square feet of warehouse space for the purpose of cold storage of business supplies and equipment, with a five (5) year term and rental rate of $553.80 per month; and 13c) Adopt a resolution (2025-19) and approve a lease agreement renewal with Marilyn Merrill for approximately 1,760 square feet of hangar space for the storage of aircraft, with a five (5) year term and rental rate of $324.20 per month. Upon roll call, those voting in favor were Mangum, Bates, Cheatum, Nichols, and Paulsen.

AGENDA ITEM NO. 14: ORDINANCE – ANNEXING APPROXIMATELY 77.95 ACRES OF LAND NORTH OF EAST CENTER STREET AND SOUTHEAST OF VISTA DRIVE

Council was asked to approve an ordinance annexing approximately 77.95 acres of land to extend the Pocatello city limits north of East Center Street and southeast of Vista Drive. The subject property will be zoned Residential Low Density (RL) with concurrent Comprehensive Plan Land Use Map designation of Residential (R).

A motion was made by Mr. Nichols, seconded by Mr. Cheatum, that the ordinance, Agenda Item No. 14, be read only by title and placed on final passage for publication and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Nichols, Cheatum, Bates, Mangum, and Paulsen.

Jared Johnson, City Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance annexing approximately 77.95 acres of land to extend the Pocatello city limits north of East Center Street and southeast of Vista Drive and that subject property will be zoned Residential Low Density (RL) with concurrent Comprehensive Plan Land Use Map designation of Residential (R). Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Bates, Cheatum, Mangum, Nichols and Paulsen. Mayor Blad declared the ordinance passed,

that it be numbered 3159 and that only the ordinance summary sheet be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 15: ITEMS FROM THE AUDIENCE

Wayne "Skip" Rudd, Pocatello resident, spoke regarding maintenance of tennis facilities in the community. He provided written information for the Council to review at their convenience and offered to return to answer questions, stating that the issue is of significant concern to many community members.

Council members thanked Mr. Rudd, stated tennis facility improvements are already on their radar, and that they are pursuing grants and working with ISU on the issue. Council members invited Mr. Rudd to follow up directly to discuss the matter further.

Stephen Adams, Pocatello resident, spoke regarding the April 5, 2025, officer-involved shooting of Victor Perez. He feels the critical incident video was poorly edited and lacked transparency. He believes the Idaho Attorney General's Office now has all relevant information for the investigation.

Nikki Taysom, Pocatello resident, spoke regarding community safety. She expressed concern that children and families are not safe and urged the City and community to take action to address ongoing issues.

AGENDA ITEM NO. 16: ADJOURN

There being no further business, Mayor Blad adjourned the meeting at 6:54 p.m.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
CITY COUNCIL SPECIAL MEETING
AUGUST 7, 2025

A Special Meeting of the City Council was called to order by Mayor Brian Blad at 4:04 p.m. in the Paradice Conference Room at City Hall. Council members in attendance were Datoka Bates, Rick Cheatum, Linda Leeuwrik, Corey Mangum and Hayden Paulsen. Council Member Brent Nichols was excused.

A motion was made by Mr. Paulsen, seconded by Mr. Cheatum, to convene into Executive Session as outlined in Idaho Code 74-206(1)(j) To consider labor contract matters authorized under section 74-206A (1)(a) and (b), Idaho Code; and 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general. Upon roll call, those voting in favor were Paulsen, Cheatum, Bates, Leeuwrik and Mangum.

In addition to the Mayor and Council members, Jared Johnson, City Attorney, Heather Buchanan, Human Resources Director, Anne Nichols, Chief of Staff, and Konni Kendell, City Clerk, were in attendance.

Council members discussed topics within the parameters of the above statutes.

Ms. Buchanan was excused at 4:22 p.m.

There being no further business, Mayor Blad adjourned the meeting at 5:09 p.m.

APPROVED:

_____
BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

_____
KONNI R. KENDELL, CITY CLERK

Agenda Item #3(e)

CITY COUNCIL DECISION
VACATION OF EASEMENT

APPLICANT:	Kartchner Homes, Inc. 601 W 1700 S Building B Logan, UT 84321
LOCATION OF REQUEST:	Saunter Lane Bannock County, Idaho
LEGAL DESCRIPTION:	See attached Exhibit "A"
TYPE OF REQUEST:	Vacation and abandonment of the public's interest in approximately 0.5 acres of right-of-way located at Saunter Lane, extending from Wayfarer Street south through the cul-de-sac of Saunter Lane

PUBLIC HEARING

At its regular meeting held August 7, 2025, the Pocatello City Council reviewed the request of the Applicant, reviewed the recommendation for approval of the vacation from Planning and Development Services staff, and heard testimony on the request during a Public Hearing. Additionally, Pocatello City Council considered previous owner assertions regarding the Covenants, Conditions, and Restrictions (CC&Rs) related to the subdivision. Eleven (11) written public comments and six (6) verbal comments were received in opposition to the application.

CITY COUNCIL FINDINGS

Following the hearing, the City Council agreed with the staff review of the established vacation of right-of-way review criteria; finding that:

1. The property owner has a viable plan to replace the cul-de-sac with a more efficient design that will fit with adjacent uses.

2. It is not anticipated that any damages will incur upon the general public by vacating the cul-de-sac of Saunter Lane, provided all conditions are adhered to as recommended by staff.

3. The updated site plan is in the best interest of the adjacent owners by developing the site with multi-family housing, which matches existing, adjacent land uses.

4. Significant infrastructure exists; therefore, the recommendations of the attached public works memorandum should be followed.

CITY COUNCIL DECISION

Pursuant to the above findings, the Pocatello City Council hereby approves the vacation and abandonment of the public's ownership interest in a right-of-way of approximately 0.5 acres of right-of-way located at Saunter Lane, extending from Wayfarer Street south through the cul-de-sac of Saunter Lane, legally described on the attached Exhibit A, and further approves conveyance of said vacated right-of-way in its entirety to Kartchner Homes, Inc., subject to the following conditions:

1. All comments contained in the Staff Report, dated August 7, 2025, attached hereto and incorporated herein as Exhibit "B", shall be adhered to;

2. Any other requirements not herein noted but applicable to the subject right-of-way vacation shall be strictly adhered to.

After the above conditions have been met, City Council further directs that an ordinance be prepared to vacate and abandon the right-of-way.

Notice is hereby given that applicant has the right to challenge this Decision and request a regulatory taking analysis pursuant to Idaho Code Section 67-8003 within 28 days after this Decision.

DATED this ____ day of August, 2025.

APPROVED AS TO FORM AND CONTENT	CITY OF POCATELLO, a municipal corporation of Idaho
_____	_____
JARED JOHNSON, City Attorney	BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

STATE OF IDAHO)
ss:
County of Bannock)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in: _____
My commission expires: _____

EXHIBIT A

PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 34 EAST OF THE BOISE MERIDIAN ALSO BEING SAUNTER LANE RECORDED ON THE CROSSINGS DIVISION NO. 1 AMENDED PLAT IN BANNOCK COUNTY, IDAHO RECORDER'S OFFICE UNDER INSTRUMENT NO. 21918332 ON NOVEMBER 20, 2019 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 34 EAST OF THE BOISE MERIDIAN (THE SOUTHWEST CORNER OF SAID SECTION BEARS S 89°53'17" W 2608.73 FEET) THENCE S 89°53'17" W 1018.88 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE N 00°06'43" W 436.00 FEET TO THE NORTHWEST CORNER OF LOT 12 OF THE CROSSINGS DIVISION NO. 1 AMENDED PLAT AS RECORDED IN THE BANNOCK COUNTY RECORDER'S OFFICE UNDER INSTRUMENT NO. 21918332 ON NOVEMBER 20, 2019, SAID POINT ALSO BEING THE POINT OF BEGINNING AND RUNNING THENCE ALONG THE RIGHT OF WAY OF SAUNTER LANE AS SHOWN IN SAID PLAT THE FOLLOWING 6 COURSES:

1) THENCE S 44°57'53" W 28.25 FEET;
2) THENCE S 00°02'30" W 220.25 FEET;
3) THENCE 275.22 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 262°49'09", A RADIUS OF 60.00 FEET, AND A CHORD THAT BEARS N 48°32'55" W 90.00 FEET;
4) THENCE WITH A REVERSE CURVE 28.91 FEET ALONG A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 82°49'09", A RADIUS OF 20.00 FEET, AND A CHORD THAT BEARS N 41°27'04" E 26.46 FEET;
5) THENCE N 00°02'30" E 140.64 FEET;
6) THENCE N 45°02'07" W 28.32 FEET TO THE SOUTH RIGHT OF WAY OF WAYFARER STREET;
7) THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID STREET N 89°53'16" E 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.50 ACRES, MORE OR LESS.

CITY COUNCIL DECISION
ANNEXATION AND ZONING REQUEST

APPLICANT:	Brady Smith
OWNER:	McCormick Ranch, LLC 1086 Horizon Drive Rexburg, ID 83440
LOCATION OF REQUEST:	Approximately 12.46 acres of the parent parcel RPR3853028016, legally described on the attached Exhibit "A"
NATURE OF REQUEST:	Request to annex the subject property into the corporate boundary of the City and zone the same as Residential Low Density (RL) with a concurrent Comprehensive Plan Land Use Map designation of Residential (R)

At a Public Hearing held July 9, 2025, the Planning and Zoning Commission heard testimony and later made Findings of Fact and drew conclusions therefrom based on the standards listed therein. A copy of the Findings of Fact is attached hereto as Exhibit "B" for reference.

PLANNING AND ZONING COMMISSION'S RECOMMENDATION TO POCATELLO CITY COUNCIL

Based upon the conclusions contained in Exhibit B, the Commission recommended approval of the request.

ANNEXATION AND ZONING ORDINANCE STANDARDS FOR DECISION

1. Cities have the authority to annex land into a City which is reasonably necessary to assure the orderly development of the City pursuant to Idaho Code §50-222.

2. Development standards in Residential Low Density (RL) zoning districts are contained in Table 17.03.500 of the Pocatello Municipal Code.

3. City of Pocatello Resolution No. 2006-02 provides for the developer of real property being annexed into the city limits to provide a water source sufficient to support the water needs of the development of said property, or to provide a cash payment of an amount sufficient to purchase a water source utilizing a formula determined by the City.

POCATELLO CITY COUNCIL FINDINGS OF FACT AND CONCLUSIONS

At its regularly-scheduled meeting on August 7, 2025, the City Council held a public hearing and considered the record of the application and the Findings of Fact from the Planning and Zoning Commission. The Applicant, represented by Brady Smith, and City staff made presentations. Two (2) public comments were received in opposition to the application.

After discussion, the City Council found that the application is in compliance with the review criteria relevant to the proposed annexation.

POCATELLO CITY COUNCIL DECISION

After considering the above-named Findings of Fact and Conclusions, public comments, and the Applicant's proposal; the Pocatello City Council hereby approves the annexation and zoning of approximately 12.4 acres of the parent parcel RPR3853028016, as described in Exhibit A, subject to the following terms and conditions:

1. The subject property shall be annexed into the corporate boundaries of the City of Pocatello.

2. All conditions set out in the Public Works Department Memorandum from Merril Quayle, P.E. dated July 1, 2025, attached hereto and incorporated herein, as Exhibit "C" shall be met.

3. Any standards/regulations not herein noted but applicable to the proposed development shall be strictly adhered to.

4. Any activity requiring a separate development or building permit shall comply with applicable regulations.

ADOPTED this ___ day of August, 2025.

Approved as to form and content

CITY OF POCATELLO, a municipal corporation of Idaho

_____
JARED JOHNSON, City Attorney

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

STATE OF IDAHO)
ss:
County of Bannock)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in: _____
Commission Expires: _____

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BEING MARKED BY 5/8" REBAR WITH AN ALUMINUM CAP AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 20715537; THENCE ALONG THE EAST LINE OF SAID SECTION 28, NORTH 00°49'31" EAST 1181.12 FEET; THENCE NORTH 89°10'29" WEST 868.68 FEET TO THE SOUTHWEST CORNER OF POCATELLO CITY LIMITS, ORDINANCE NO. 2789, INSTRUMENT NO. 20614097, COMMON WITH CENTERLINE STATION 20+94.30 OF BAN-NOCK COUNTY TRAIL CREEK ROAD SURVEY AS SHOWN ON THE PLAN AND PROFILE SHEET FILED UNDER SECTION 27 AND 28, DRAWER NO. 8, ON FILE IN THE COUNTY, ALSO BEING THE POINT OF BEGINNING; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A NON-TANGENT CURVE WITH A 286.48 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH THE RADIUS BEARS SOUTH 04°18'58" EAST; THENCE SOUTHWEST-ERLY 202.50 FEET ALONG THE ARC OF SAID 286.48 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 40°30'00" AND A LONG CHORD THAT BEARS SOUTH 65°26'02" WEST 198.31 FEET; THENCE ALONG THE SOUTH LINE OF WARRANTY DEED, INSTRUMENT NO. 22300943 THE FOLLOWING FOUR COURSES; (1) THENCE NORTH 58°42'00" WEST 202.97 FEET; (2) THENCE NORTH 27°44'33" WEST 143.54 FEET; (3) THENCE NORTH 55°59'09" WEST 138.39 FEET; (4) THENCE NORTH 89°52'33" WEST 114.91 FEET; THENCE NORTH 00°23'50" EAST 143.85 FEET TO POINT OF NON-TANGENCY WITH A 330.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST OF WHICH THE RADIUS BEARS NORTH 20°36'43" WEST; THENCE SOUTHWESTERLY 20.61 FEET ALONG THE ARC OF SAID 330.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°34'44" AND A LONG CHORD THAT BEARS SOUTH 71 °10'39" WEST 20.61 FEET; THENCE NORTH 17°01'59" WEST 60.00 FEET; THENCE NORTH 18°44'38" WEST 98.02 FEET; THENCE NORTH 46°48'11" EAST 91.26 FEET TO A POINT OF NON-TANGENCY WITH A 330.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST OF WHICH THE RADIUS BEARS NORTH 46°48'11" EAST; THENCE NORTHWESTERLY 52.31 FEET ALONG THE ARC OF SAID 330.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°04'58" AND A LONG CHORD THAT BEARS NORTH 38°39'20" WEST 52.26 FEET; THENCE NORTH 55°53'09" EAST 161.47 FEET TO THE WEST LINE OF WARRANTY DEED, INSTRUMENT NO. 22412821; THENCE ALONG SAID WEST LINE, SOUTH 22°32'18" EAST 50.40 FEET TO A FOUND 1/2" REBAR WITH CAP STAMPED SRSI PLS 843; THENCE ALONG THE SOUTH LINE OF SAID WARRANTY DEED, INSTRUMENT NO. 22412821, NORTH 68°40'24" EAST 609.49 FEET TO THE WEST LINE OF POCATELLO CITY LIMITS, ORDINANCE NO. 2789, INSTRUMENT NO. 20614097; THENCE ALONG SAID WEST LINE THE FOLLOWING ELEVEN COURSES; (1) THENCE SOUTH 34°28'56" EAST 104.45 FEET; (2) THENCE SOUTH 52°15'04" WEST 176.12 FEET; (3) THENCE SOUTH 57°34'13" EAST 193.73

FEET; (4) THENCE SOUTH 78°34'39" EAST 168.51 FEET; (5) THENCE SOUTH 00°21'17" WEST 13.84 FEET TO A POINT OF TANGENCY WITH A 135.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST OF WHICH THE RADIUS BEARS NORTH 89°38'39" WEST; (6) THENCE SOUTHWESTERLY 91.85 FEET ALONG THE ARC OF SAID 135.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°58'56" AND A LONG CHORD THAT BEARS SOUTH 19°50'49" WEST 90.09 FEET; (7) THENCE SOUTH 39°20'17" WEST 348.82 FEET TO A POINT OF TANGENCY WITH A 90.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH THE RADIUS BEARS SOUTH 50°39'50" EAST; (8) THENCE SOUTHWESTERLY 86.4 7 FEET ALONG THE ARC OF SAID 90.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 55°02'55" AND A LONG CHORD THAT BEARS SOUTH 11 °48'43" WEST 83.18 FEET; (9) THENCE SOUTH 15°42'45" EAST 26.49 FEET; (10) THENCE SOUTH 30°26'09" WEST 51.81 FEET; (11) THENCE SOUTH 04°18'58" EAST 33.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 12.426 ACRES, MORE OR LESS.

Agenda Item #3(g)

CITY COUNCIL DECISION
FINAL PLAT APPROVAL
RIDGES @ HIGH TERRACE DIVISION I

Bill Isley as Developer and Owner and represented by Sunrise Engineering, Inc., submitted a request to subdivide approximately 63.18 acres of land, more particularly described on the attached Exhibit "A", into forty (40) lots which are located within a Residential Low Density (RL) zoning district.

This matter came before City Council at its regularly scheduled meeting on August 7, 2025, whereat the City Council approved the plat for the Ridges @ High Terrace Division I and authorized City staff to sign the plat, subject to the following conditions:

1. All conditions set out in the Public Works Department Memorandum from Merril Quayle, P.E. dated July 25, 2025, attached hereto and incorporated herein, as Exhibit "B" shall be met.

2. All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision shall apply.

Notice is hereby given that applicant has the right to challenge this Decision and request a regulatory taking analysis pursuant to Idaho Code Section 67-8003 within 28 days after this Decision.

DATED this ____ day of _____, 2025.

Approved as to form and content

_____
JARED JOHNSON, City Attorney

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in: _____
My commission expires: _____

EXHIBIT A

A PORTION OF LAND LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER 1/4 CORNER OF SECTION 19, BEING MARKED BY A BANNOCKCOUNTY BRASS CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION & FILING INST. NO. 22402293;

THENCE SOUTH 89°52'08" EAST, ALONG THE LATITUDINAL CENTERLINE OF SECTION 19, A DISTANCE OF 1302.07 FEET TO THE CENTER EAST 1/16 CORNER OF SECTION 19, BEING MARKED MY A 2 INCH PIPE WITH NO CAP AS DESCRIBED IN CORNER PERPETUATION & FILING INST. NO. 20524200;

THENCE SOUTH 00°08'22" EAST, LEAVING SAID LATITUDINAL CENTERLINE OF SECTION 19 AND FOLLOWING ALONG THE EAST 1/16 LINE OF SECTION 19, A DISTANCE OF 1327.29 FEET TO THE SOUTHEAST 1/16 CORNER OF SECTION 19, BEING MARKED BY A 2 INCH ALUMINUM CAP AS DESCRIBED IN CORNER PERPETUATION & FILING INST. NO. 20524198;

THENCE NORTH 89°44'04" WEST, LEAVING SAID EAST 1/16 LINE OF SECTION 19 AND FOLLOWING ALONG THE SOUTH 1/16 LINE OF SECTION 19, A DISTANCE OF 1318.89 FEET TO THE CENTER SOUTH 1/16 CORNER OF SECTION 19, BEING MARKED BY A 2 INCH ALUMINUM CAP AS DESCRIBED IN CORNER PERPETUATION & FILING INST. NO. 20524199;

THENCE NORTH 89°44'30" WEST, CONTINUING ALONG SAID SOUTH 1/16 LINE OF SECTION 19, A DISTANCE OF 202.25 FEET TO THE NORTHWEST CORNER OF TUSCANY HEIGHTS SUBDIVISION (RECORD INST. NO. 20324675), BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "RMES PELS 2341";

THENCE LEAVING THE SOUTH 1/16 LINE OF SECTION 19 AND PASSING THROUGH A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 22404008 FOR THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 21°20'36" EAST A DISTANCE OF 400.08 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "LS 13023";

2. NORTH 29°03'41" EAST A DISTANCE OF 83.59 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "LS 13023";

3. NORTH 57°04'46" WEST A DISTANCE OF 204.37 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "LS 13023";

4. NORTH 32°55'14" EAST A DISTANCE OF 17.17 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "LS 13023";

5. NORTH 57°04'46" WEST A DISTANCE OF 340.00 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "LS 13023";

6. SOUTH 32°55'14" WEST A DISTANCE OF 17.17 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "LS 13023";

7. NORTH 57°04'46" WEST A DISTANCE OF 675.10 FEET TO A POINT ON THE EASTERLY BOUNDARY OF VELLE DI ALBERI (RECORD INST. NO. 21812266), BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "LS 13023";

THENCE FOLLOWING ALONG SAID EASTERLY BOUNDARY OF VELLE DI ALBERI FOR THE FOLLOWING TWO (2) COURSES:

1. NORTH 25°27'50" EAST A DISTANCE OF 25.27 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "RMES PLS 2341";

2. NORTH 05°06'12" EAST A DISTANCE OF 15.28 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "RMES PLS 2341";

THENCE LEAVING THE EASTERLY BOUNDARY OF VELLE DI ALBERI AND FOLLOWING ALONG THE SOUTHEASTERLY AND NORTHEASTERLY BOUNDARY LINES OF TWO (2) PARCELS OF LAND DESCRIBED IN DEED INST. NOS. 22403755 & 22305065 FOR THE FOLLOWING THREE (3) COURSES:

1. NORTH 32°55'14" EAST A DISTANCE OF 126.43 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "LS 13023";

2. NORTH 57°04'46" WEST A DISTANCE OF 70.64 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF CURVATURE WITH A 1191.49-FOOT-RADIUS CURVE WHOSE CENTER BEARS NORTH 32°55'14" EAST;

3. FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 09°08'06" FOR AN ARC LENGTH OF 189.96 FEET (THE CHORD OF SAID CURVE BEARS NORTH 52°30'43" WEST A DISTANCE OF 189.76 FEET) TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF HIGH TERRACE - DIVISION 2 (RECORD INST. NO. 22209722), BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "PLS 18971";

THENCE NORTH 42°04'09" EAST, LEAVING THE NORTHEASTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN DEED INST. NO. 22305065 AND FOLLOWING ALONG SAID SOUTHEASTERLY BOUNDARY OF HIGH TERRACE - DIVISION 2 (RECORD INST. NO. 22209722), A DISTANCE OF 215.60 FEET TO A POINT ON THE WEST LINE OF SECTION 19, BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "PLS 18971";

THENCE NORTH 00°26'15" WEST, ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 0.77 FEET TO A POINT BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "PLS 18971";

THENCE SOUTH 55°15'01" EAST, LEAVING SAID WEST LINE OF SECTION 19, A DISTANCE OF 423.79 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SECTION 19, BEING MARKED BY A 2 INCH ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 89°51'09" EAST, ALONG SAID LATITUDINAL CENTERLINE OF SECTION 19, A DISTANCE OF 980.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 63.18 ACRES, MORE OR LESS.

POCATELLO FIRE DEPARTMENT

Agenda Item #6

TO: MAYOR BLAD & CITY COUNCILMEMBERS

FROM: RYAN O'HEARN

SUBJECT: TOWER 1 SURPLUS REQUEST

DATE: AUGUST 21, 2025

CC: KONNI KENDALL

The fire department is requesting Council approval to declare a 2000 Pierce Dash 100' Tower as surplus and sell it to the Central Fire District. The sale of this apparatus has been planned since 2022, when the new aerial order was placed. We were able to find a neighboring department that needs an aerial apparatus. Central Fire District covers the area in Jefferson County, ID area. This transaction improves fire services in East Idaho and represents good value for the Pocatello Fire Department and the Central Fire District. We have mutual aid agreements with Central Fire, so the apparatus will still be available in the region for a large event. The agreed upon price for this apparatus is $85,000.

408 E Whitman
Fire Station #1
Pocatello, ID 83205

(208) 234-6201
www.pocatello.gov/fire

MEMORANDUM

TO: Brian C. Blad, Mayor, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Pocatello Fire Department's request for Surplus Declaration and Proposed Sale
DATE: July 29, 2025

I have reviewed the documents associated with the above-referenced donative transfer to the Central Fire District. The meet with my approval for the Mayor's signature once so authorized by the Council.

I would recommend that that the Council declare the 2000 Pierce Dash Aerial Fire Truck as surplus and approve the sake of this fire truck to the Central District. The sale would add the Central District with the firefighting mission, as well allowing PFD having access to this truck in case of a need in the future.

If you have any questions, please feel free to contact me.

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that on the ____ day of _____, 2025, the City of Pocatello, a municipal corporation of Idaho, as Seller, for good and valuable consideration and the sum of Eighty-Five Thousand Dollars ($85,000), in hand paid to it by the Central Fire District, a fire protection district, as Buyer, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, transfer, and convey unto the Central Fire District, and its assigns the following property:

One 2000 Pierce Dash Aerial Fire Truck, VIN 4P1CT02E6YA000840

TO HAVE AND TO HOLD, the same unto the Central Fire District, and its assigns; and that the City of Pocatello hereby covenants that it is the lawful owner of said property and has good right, full power and lawful authority to convey the same, and that said property is free of any lien or encumbrance. Said property is being sold to the Buyer in an "as is" condition and without warranty either expressed or implied.

IN WITNESS WHEREOF, Brian C. Blad, as Mayor of the City of Pocatello, has hereunto set his hand this ___ day of _____, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

STATE OF IDAHO)
:ss
County of Bannock)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for said County and State, personally appeared Brian C. Blad and Konni R. Kendell, known or identified to me to be Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

ACKNOWLEDGMENT AND RECEIPT OF:

One 2000 Pierce Dash Aerial Fire Truck, VIN 4P1CT02E6YA000840

DATED this ____ day of _____, 2025.

Central Fire District, a fire protection district in Idaho

By_____
Title _____

CITY OF POCATELLO

Parks & Recreation Department

Agenda Item #7

MEMORANDUM

Date: August 21, 2025

To: Mayor Blad and Council Members

From: Anne Butler, Parks & Recreation Director

RE: Ambush FC – Use Agreement

It is my recommendation that the City of Pocatello enter into a use agreement with Asure Williams, Ambush FC, 4943 Rose Street, Pocatello, Idaho for use of the green space located at Constitution Park.

The proposed agreement designates Ambush FC to use Constitution Park for soccer practices for two teams practicing at the same time. Practices will typically occur twice a week and portable goal posts will be brought in if desired. This agreement is proposed to go from August to October 2025.

The City Council may wish to authorize Mayor Blad to execute the necessary documentation to enter into an agreement with Asure Williams, Ambush FC to use the green space at Constitution Park.

144 Wilson Avenue
Pocatello, ID 83201

Office: (208) 234-6232
www.pocatello.gov

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: August 11, 2025

RE: Use Agreement

I have reviewed the use agreement with Ambush FC. The use agreement will allow Ambush FC to use Constitution Park for soccer practice subject to the terms of the agreement. I have no legal concerns regarding the Council's approval of the use agreement, or the authorization for the Mayor to sign it.

Please let me know if you have any questions or concerns.

USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ , 2025, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the City; and the Ambush FC, hereinafter referred to as the USER.

WHEREAS**,** the City, in its park system, owns and oversees various fields for sporting events throughout the City; and

WHEREAS, the USER conducts youth soccer programs and wishes to use the City's Constitution Park greenspace area to practice;

WHEREAS, the City wishes to support the USER in providing these worthwhile youth recreation programs; and

WHEREAS, it is the parties' desire to enter into an agreement which sets forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Purpose. The City shall allow the USER to use the Constitution Park area for associated practice and clinic activities. No games may be played at this location.

2. Term. The term of this Agreement shall be the period of August 21, 2025 through October 31, 2025. Access to the fields will be allowed as follows:

a. Tuesdays and Thursdays for two (2) teams to practice from 5:30pm – 7:30pm.

3. Compensation to City. The USER agrees to pay the City fifty dollars per day ($50.00/day) or ten dollars per hour ($10.00/hr.) per team.

4. Care of the Premises. There will be additional charges if additional garbage service and portable toilets are deemed necessary by the City. These charges will be billed directly to

the USER by the service provider or the City. The USER must maintain the playing fields in acceptable condition and provide its own field marking, field marking equipment, and soccer goals as needed. The USER will be required to remove any portable soccer goals used for practices immediately after any scheduled activity, unless other arrangements are made with the Parks and Recreation Director. In the event the City determines that any scheduled practices could cause significant damage to the turf quality of the Park or be a safety issue to the participants, the City, at its sole discretion, may cancel or delay the scheduled practices.

The USER agrees that upon completion of any scheduled practices, the USER shall arrange to have all facilities, including restrooms, cleaned and restored to their previous condition prior to the USER's use, ordinary wear and tear excepted. The USER shall monitor parking at all scheduled practices, and shall prohibit participants, officials, and spectators from driving and/or parking on turf areas. Parking shall be prohibited outside of the designated parking areas. All garbage cans will be dumped into large dumpsters by the USER, recyclable materials shall be placed in recycle bins where available, and required cleaning and restoration shall be accomplished without unreasonable delay following game and/or practice activities. The USER agrees to promptly make any needed repairs to the facilities should damage to said facilities occur during use by the USER.

5. Compliance with Laws. The USER shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, the USER and all participants in its event agree to abide by the rules and regulations regarding use of the premises, and failure to comply with said rules and regulations may result in suspension or termination of privileges to use the premises.

6. Indemnification. The USER shall have the responsibility for the safety of persons and property during its occupancy and use of the premises. The USER agrees to indemnify and hold harmless, and agrees to protect and defend at its own cost and expense, the City, its officers, employees, agents, and successors, from and against any and all risks, suits, judgments, expenses, claims, settlements, or liabilities which the City and or the USER, their officers, employees, agents, and successors may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with activities of the USER granted herein, or by any of the USER's employees, agents, invitees, or any other person acting on behalf of the USER.

7. Insurance. In order to effectuate the foregoing indemnification provisions, USER shall maintain insurance coverage as follows:

A. USER shall purchase a comprehensive liability insurance policy in the amount of $1,000,000 combined single limit to indemnify the City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. The City shall be named as an additional insured or be acknowledged by USER's insurance carrier as a covered entity under the terms of said policy. Moreover, USER is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with USER without first giving the City of Pocatello, at least thirty (30) days written notice.

B. USER shall purchase personal property insurance in an amount sufficient to insure any and all USER's personal property which might be used in USER's operation of the business or which might be present on the Constitution area premises.

C. If applicable, the USER shall provide Worker's Compensation insurance in accordance with the applicable provisions of Idaho Code for his employees and furnish the City Clerk with satisfactory proof that such insurance is in effect.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 6 "Indemnification and Hold Harmless." USER's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

8. Assignment. No right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by the USER without written consent of the City.

9. Termination. If, in the judgment of the Parks & Recreation Director, the USER breaches or is in default of any terms of this Agreement, the City shall give the USER written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the USER fails or refuses to remedy such unsatisfactory performance or default immediately, the City may terminate this Agreement. The parties agree that the Parks and Recreation Director has the full authority to act on such matters on behalf of the City.

10. Cost of Litigation. If suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amount due hereunder, to correct a breach of covenant, term, or condition hereto, or to litigate any other matter arising from the execution of the Agreement, the prevailing party in the trial court and the prevailing party on any

appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for attorney's fees will be $150.00 per hour. This provision shall survive any termination of this Agreement.

11. Merger Clause. This writing represents the entire Agreement between the parties. No promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

12. Destruction of the Premises: In the event the structures and facilities are destroyed, this Agreement shall be deemed terminated.

13. Construction. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of the Agreement shall be made in a court of competent jurisdiction against the interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

14. Captions for Convenience Only. The captions herein are for convenience only, and do not limit or amplify the language of the sections following.

15. Severability. If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions hereof shall remain in full force and effect.

16. Jurisdiction and Venue. Any action or proceeding relative to this Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

17. Notice. That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

CITY: Parks & Recreation Director
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

USER: Ambush FC
Attn: Asure Williams
4943 Rose Street
Pocatello, ID 83202
Phone: 208-380-6527
Email: ambushfcllc@gmail.com

The date of service of such notice is hereby deemed to be the dated postmark of the United States Postal Service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representative the day and year first above written.

CITY OF POCATELLO, a
municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

USER:
AMBUSH FC, LLC, a limited liability company
of Idaho

_____
ASURE WILLIAMS, Owner

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of _____ , 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of day of _____ , 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Asure Williams, d/b/a Ambush FC, known or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

AGENDA ITEM NO. 8

TO: Mayor Blad
City Council

FROM: Christine Howe, Grants Manager – Planning & Development Services Department

DATE: Meeting of August 21, 2025

RE: Amendment to the Idaho Community Development Block Grant (ICDBG) Agreement

On May 16, 2024 the City Council approved the submission of a grant application to the ICDBG program for a total of $250,000. This project would fund the construction of public restroom facilities at eligible park locations in the City.

The grant was awarded and the agreement fully executed on May 22, 2025 after completion of the Environmental Assessments for the project. The City then solicited sealed bids for the restroom facilities. Project costs came in over budget. The State CDBG program was able to increase the grant award to account for the additional costs.

This amendment to the Agreement will increase the total grant award to $360,000. Staff recommends Council approves the amendment and authorizes the Mayor's signature on any and all pertinent documents subject to legal department review.

If you have questions or would like more information about the grant agreement amendment, please do not hesitate to contact Christine Howe at chowe@pocatello.gov or 208-234-6186.

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: August 13, 2025

RE: CARES2-V-13-PK Contract Amendment No. 1

I have reviewed the CARES2-V-13-PK Contract Amendment No. 1. This amendment increases the grant award to help off-set the cost of bid awards, which were more than the initial estimates. I have no legal concerns regarding the Council's approval of the contract amendment and the authorization for the Mayor to sign it.

Please let me know if you have any questions or concerns.

CONTRACT AMENDMENT NO. 1
Contract No. CARES2-V-13-PK

The contract between the Idaho Department of Commerce and the City of Pocatello is hereby amended as follows:

Paragraph 1.

Delete: **CARES Award Amount:** The maximum amount of CARES funds available for reimbursement under this Agreement is Two Hundred Fifty Thousand Dollars ($250,000). The DEPARTMENT will issue reimbursements to GRANTEE in accordance with Section 13 of this Agreement.

Insert: **CARES Award Amount:** The maximum amount of CARES funds available for reimbursement under this Agreement is Three Hundred Sixty Thousand Dollars ($360,000). The DEPARTMENT will issue reimbursements to GRANTEE in accordance with Section 13 of this Agreement.

Attachment A – Park for Resiliency Project

The scope is amended according to "Attachment A" of this amendment.

Attachment B – Budget

The budget is amended according to "Attachment B" of this amendment. The CARES line items are amended as follows:

	Original Budget	Amount Changed		Amended Budget
Design Professional	$22,000	-$17,000	=	$5,000
Construction	$228,000	+$127,000	=	$355,000
Total CARES Funds	$250,000	+$110,000	=	$360,000

The CARES total budget amount increases to $360,000.

Does this amendment meet an ICDBG national objective and eligible activity?	X	Yes		No
Does this amendment require a new IDIS activity and number?		Yes	X	No
Does this amendment require environmental re-evaluation per 24 CFR Part 58.47?		Yes	X	No

The foregoing contract amendments are hereby accepted with the understanding that all other terms and conditions of the contract remain the same.

APPROVED:

STATE OF IDAHO
Department of Commerce

Thomas Kealey
Director

Date

CITY OF POCATELLO

Brian C. Blad
Mayor

Date

For Internal Use of the Department of Commerce

Reviewed by

Dennis J. Porter

Dennis J. Porter
Manager

07/29/2025

Date

ATTACHMENT A

Park for Resiliency Project

A. Scope of Work – As per the GRANTEE'S additional funding request dated, July 14, 2025, the project scope of work entails the installation of ADA bathrooms including: the construction of one (1) single-stall bathroom at Ross Park, two (2) single stalls at Optimist-Tydeman Park, and one (1) single vault toilet with fan and solar lights at Upper City Creek.

B. Design Professional and Grant Administration – Professional services necessary to design and administer the construction scope of work in accordance with applicable building codes and the CDBG CARES regulations.

C. Furthering Fair Housing Actions – To affirmatively further fair housing the GRANTEE needs to:

- continue implementing actions to overcome impediments as identified in their 2022 Fair Housing Analysis,
- proclaim April as fair housing month, and
- publicly display fair housing posters and have available for the public the fair housing Z-cards.

D. National Objective – Low-to-Moderate Income Area
Total population to benefit: 6,280
Total LMI persons to benefit: 4,210 (67%)

E. State Goal – To increase long-term resiliency and ability to mitigate future coronavirus outbreaks.

F. Schedule

Environmental Release	Complete
Bid & Procurement Documents Approval	June 2025
Construction Contacts Executed	July 2025
Start Construction	August 2025
Fair Housing Actions	September 2025
Second Public Hearing	October 2025
Certificate of Substantial Completion	November 2025

Attachment B

Budget

LINE ITEMS	AMOUNTS		
	CARES Funding	**City In-Kind**	**Total**
Administration		$20,000	$20,000
Design/Construction	$360,000		$360,000
Total Costs	$360,000	$20,000	$380,000

Idaho Community Development Block Grant
CARES Agreement Public Parks for Resiliency

CFDA #: 14.228

GRANTEE NAME: City of Pocatello
GRANTEE ADDRESS: PO Box 4169
Pocatello, Idaho 83205

GRANTEE UEI#: C1H5KKGYA7F8

PROJECT TITLE: Parks for Resiliency Project
AGREEMENT NO.: CARES2-V-13-PK

This Idaho Community Development Block Grant CARES Agreement for Public Facilities ("Agreement") is entered into between the State of Idaho through its Idaho Department of Commerce ("DEPARTMENT") and the City of Pocatello ("GRANTEE") for the purpose of continuing, expanding, or improving a public facility activity to increase long-term resiliency and ability to mitigate future coronavirus outbreaks.

RECITALS

WHEREAS, the CARES Act provides that the Community Development Block Grant coronavirus response funds (hereinafter referred to as "CARES funds"), governed and distributed by the Department of Housing and Urban Development ("HUD"), may be used to reimburse allowable costs of activities to increase long-term resiliency and ability to mitigate future coronavirus outbreaks incurred by a state or locality;

WHEREAS, HUD allocated a portion of CARES funds to the DEPARTMENT's Community Development Block Grant ("CDBG") program;

WHEREAS, the CDBG program seeks to reimburse to counties and cities the allowable costs of approved public facility activities that help to increase long-term resiliency and ability to mitigate future coronavirus outbreaks;

WHEREAS, the CDBG program staff reviewed, scored, and presented GRANTEE's public facility project ("Project") to the Economic Advisory Council ("EAC"), and EAC reviewed and recommended GRANTEE's Project be approved for funding by Governor Little;

WHEREAS, Governor Little approved funding of GRANTEE's Project;

NOW THEREFORE, in order to meet the objectives described above and in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants contained herein, the DEPARTMENT and GRANTEE hereby agree as follows:

AGREEMENT

1. **CARES Award Amount:** The maximum amount of CARES funds available for reimbursement under this Agreement is Two Hundred Fifty Thousand Dollars ($250,000). The DEPARTMENT will issue reimbursements to GRANTEE in accordance with Section 13 of this Agreement.

2. **Excessive Cost:** In the event costs exceed the total dollars budgeted for the project, GRANTEE shall be responsible for providing the additional funds needed to complete the project.

3. **Project:** Attachment "A", incorporated herein by reference, describes the Project approved by the DEPARTMENT. Attachment "A" includes the following required components:

a. Scope of Work
b. Design Professional and Grant Administration
c. Fair Housing Actions
d. National Objective
e. State Goal
f. Schedule

4. **Project Schedule:** GRANTEE shall implement the Project in accordance with GRANTEE's Project schedule, set forth in Attachment "A". GRANTEE shall notify the DEPARTMENT in writing as soon as it becomes aware of any delay or deficiency that would impact or alter the Project schedule. If GRANTEE fails to provide the DEPARTMENT with such required notification, the DEPARTMENT may suspend future reimbursements until the delay or deficiency is resolved to the satisfaction of the DEPARTMENT. If the delay or deficiency is not resolved to the satisfaction of the DEPARTMENT, the DEPARTMENT may terminate this Agreement.

5. **Term and Close-Out:** This Agreement shall be effective upon signature by both parties, and shall remain in effect until the Project is completed and closed out, or until terminated pursuant to Section 29 of this Agreement. GRANTEE shall submit all CARES close-out documents within two (2) months of Project completion. If GRANTEE fails to submit all CARES close-out documents within two (2) months of Project completion, the DEPARTMENT may suspend any remaining reimbursements until such documents are submitted.

6. **Legal Compliance:** GRANTEE shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to it. GRANTEE shall comply with applicable CARES Act provision, and with all statutory and regulatory provisions governing the CDBG program including, but not limited to, 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Register Notice FR-6218-N-1 and Federal Grant Number B-20-DW-16-0001; the procedures in the DEPARTMENT's CDBG Application Handbook and Grant Administration Manual, which can be found on the DEPARTMENT's website; and the DEPARTMENT's 2020consolidated plan. GRANTEE shall also comply with the federal law, it's Certification and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE's application.

   If GRANTEE violates any law, rule, regulation, or ordinance that in any way impacts, or has the ability to impact, the Project, GRANTEE shall notify the DEPARTMENT in writing within five (5) days of the violation, and where applicable, GRANTEE shall provide a true copy of any notice or other document received by or available to GRANTEE as it relates to the violation.

7. **Duplication of Benefits Prohibited**: GRANTEE shall prevent any duplication of benefits from occurring. GRANTEE shall develop and maintain adequate procedures to prevent a duplication of benefits. A duplication of benefits occurs when GRANTEE receives disaster or emergency assistance from multiple sources for the same recovery purpose, and the total assistance received for that purpose is more than the total need.

   If at any point in time after submission of its application to DEPARTMENT, GRANTEE becomes aware of an additional source, or sources, of funds that have either been applied for, requested, or received by GRANTEE that it excluded from its application materials, GRANTEE shall immediately notify DEPARTMENT in writing and provide DEPARTMENT with an updated duplication of benefits worksheet.

   If any amount of CARES funding received by GRANTEE and provided for a specific purpose results in funding in excess of the total amount needed for that purpose, GRANTEE shall immediately notify DEPARTMENT in writing, and shall agree to repay, and shall repay, to DEPARTMENT all CARES assistance that is determined to be duplicative.

8. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE hereby assumes responsibility for the completion of an environmental review process, if applicable, under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the CARES Grant Administration Manual. GRANTEE shall submit the completed environmental review report to DEPARTMENT. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only after satisfactory completion of the CARES's environmental review process under 24 CFR Part 58 and issuance of the DEPARTMENT's Notice of Concurrence. The parties further agree that the reimbursement of any funds by the DEPARTMENT under this Agreement is conditioned on the DEPARTMENT's determination, in its sole discretion, to proceed with, modify or cancel the project based on the results of a subsequent environmental review and agreement upon and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Agreement.

   GRANTEE assumes responsibility for the completion of the environmental review process, if applicable, even if GRANTEE has designated all or a portion of its CARES funds to an approved subrecipient pursuant to Section 8 of this Agreement.

9. **Mandatory Mitigation Measures:** The GRANTEE must implement the mitigation measures as identified in Attachment "C"

10. **Additional Assurances:** GRANTEE shall remain fully obligated under this Agreement, notwithstanding any designation of a subrecipient, for the undertaking of all or any part of the Project.

11. **Special Conditions:** Not Applicable.

12. **Reimbursement:** Prior to receiving CARES funds, GRANTEE must submit to the DEPARTMENT all required documentation. GRANTEE shall certify and warrant that all work invoiced to the DEPARTMENT has been completed prior to submission to the DEPARTMENT. GRANTEE shall be responsible for any discrepancy or error in billing or documentation. Upon GRANTEE's submission of all required documentation, and upon verification and approval by the DEPARTMENT, the DEPARTMENT will reimburse CARES funds to GRANTEE in multiple progress installments throughout the term of the Project, with the total CARES funds reimbursed not to exceed the approved award amount.

    The DEPARTMENT may retain 5% of the CARES funds within any line item identified in Attachment "B" until GRANTEE demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective, achieved certification of completion, and complied with all CARES grant requirements. Project costs incurred prior to this Agreement's effective date may be deemed eligible for reimbursement at the DEPARTMENT's discretion, but only if the environmental review, if applicable, for that activity has been completed.

    GRANTEES may only use the CARES reimbursements for the approved Project. If the GRANTEE expends CARES funds on anything other than the approved Project described in this Agreement, the GRANTEE shall forego any additional reimbursement of those funds and shall be required to repay previously-received CARES funds in their entirety to the DEPARTMENT.

13. **Finance and Progress Reports:** GRANTEE shall keep books, records, and accounts of all activities related to this Agreement. On each request for funds submitted to the DEPARTMENT, GRANTEE shall certify that the information contained in the interim request for funds is true and correct based upon GRANTEE's official accounting records. GRANTEE shall also submit a final financial report that details all costs incurred by budget line according to Attachment "B." This report shall be submitted upon completion of the Project.

GRANTEE shall submit progress reports as specified in the DEPARTMENT's Grant Administration Manual. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to the DEPARTMENT at the conclusion of the Project.

14. **Other Items and Documents:** GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Agreement within thirty (30) days of the date of the written request.

15. **Grant Administrator:** The GRANTEE may choose to utilize a DEPARTMENT approved Grant Administrator. The Grant Administrator is responsible for applicable administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with CARES's professional services Agreement.

16. **Insurance During Construction:** By executing this Agreement, GRANTEE warrants that contractor(s) or other parties selected to perform construction work on the project shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Agreement, the types of insurance deemed necessary by GRANTEE and the DEPARTMENT for the type and amount of construction described in Attachment "A."

    Further, GRANTEE warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

    a. Workers' Compensation Insurance and Employer's Liability Insurance:

(1)	State:	Statutory Limits
(2)	Employer's Liability:	$100,000 per accident
		$500,000 Disease, Policy Limit
		$100,000 Disease, Each Employee

    b. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:

    (1) $1,000,000 Each Occurrence
    (2) $1,000,000 Personal Injury
    (3) $2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
    (4) $2,000,000 General Aggregate

    c. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: $1,000,000 Combined Single Limit

    d. Property or Builder's Risk Insurance to include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

    e. Volunteer Liability Insurance coverage if volunteers are used to do Project work.

    GRANTEE shall include these same requirements in contracts with grant sub recipients.

17. **Procurement:** GRANTEE shall follow all applicable procurement laws, rules, and regulations, including state and federal procurement laws, rules, and regulations. GRANTEE shall also follow CARES procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual if CARES funds will be paying for the service. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of services pertaining to this Agreement.

18. **Certification Regarding Debarment:** By executing this Agreement, GRANTEE certifies that it will not execute any contract with parties that are identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE further certifies that it is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.

19. **Project Signage:** Upon receiving approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.

20. **Use or Ownership of Real Property:** GRANTEE represents and agrees that the purchase of any real property and undertakings pursuant to this Agreement are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities in order to prevent, prepare for, or respond to the COVID-19 public health emergency.

    GRANTEE shall not change the use or planned use of any such property, including the beneficiaries of such use, from that for which the acquisition or improvements were made. If GRANTEE desires to change the use of such property, GRANTEE must submit the request in writing to the DEPARTMENT for prior approval before applying the standards of 24 CFR 570.505. If changes are made without the DEPARTMENT's prior approval, the DEPARTMENT may require all CARES funds reimbursed to GRANTEE under this Agreement to be repaid to the DEPARTMENT, and the DEPARTMENT shall be excused from making any further disbursements of CARES funds under this Agreement.

    GRANTEE will provide evidence of ownership in the form of fee simple title or long-term lease and right of access or easements for real property on which the project is to be constructed. Clear title to all real property necessary for the successful operation of the facilities shall be guaranteed by the GRANTEE for the useful life of the project. No voluntary or involuntary successor in interest of GRANTEE shall acquire any rights or powers under this Agreement without prior written consent of the DEPARTMENT.

    If GRANTEE acquires or improves in whole or in part any real property under GRANTEE's control with CARES funds in excess of twenty-five thousand dollars ($25,000), such real property either must be used by GRANTEE to continue to meet one of the CDBG program's National Objectives for at least five (5) years after the expiration of this Agreement; or if a National Objective is not met during this time period, the DEPARTMENT must be reimbursed for the current fair market value, less any portion of the value attributable to non-CARES funds.

21. **Audit and Monitoring:** GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. The audit shall be completed by a certified public accountant during the regular annual audit cycle. GRANTEE shall provide annual audits through the last fiscal year grant funds are expended.

    The DEPARTMENT may monitor and make periodic inspections and evaluations of the Project and any books, accounts, reports, files, and other papers and records pertaining to the Project. GRANTEE shall make its books, accounts, reports, files, and other records pertaining to the Project available to the DEPARTMENT during regular working hours. GRANTEE shall maintain

these books, accounts, reports, files, and other records for at least five (5) years following closeout of the Project.

GRANTEE agrees that HUD Representatives, the Inspector General, or the General Accounting Office shall also have access to all books, accounts, reports, files, and other papers, or property pertaining to the Project.

22. **Program Income:** If the GRANTEE receives program income as defined by 24 CFR 570.489(e) as a result of expending CARES funds, GRANTEE agrees to commit to a program income reuse plan with the DEPARTMENT.

23. **Noncompliance and Cancellation:** If the DEPARTMENT determines in its sole discretion that GRANTEE has failed to comply with any term or condition of this Agreement, the parties agree that the DEPARTMENT's obligation to issue reimbursement(s) under this Agreement is suspended until such noncompliance is resolved to the satisfaction of the DEPARTMENT. If GRANTEE fails to resolve such noncompliance, the DEPARTMENT may provide GRANTEE with a notice of award cancellation. If GRANTEE has received progress payments from the DEPARTMENT prior to GRANTEE's failure to resolve such noncompliance, GRANTEE may be required, and GRANTEE hereby agrees, to repay those funds to the DEPARTMENT.

24. **Disposition of Equipment:** When original or replacement equipment acquired with the CARES funds is no longer needed for the Project or for other activities currently or previously assisted with federal funds, the following rules of disposition will apply to GRANTEE:

    a) Equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by GRANTEE after written notice is provided to the DEPARTMENT, subject to the condition stated in part c) of this Section.

    b) Equipment with a current per-unit fair market value of $5,000 or more may be retained or sold by GRANTEE after written notice is provided to the DEPARTMENT. The DEPARTMENT is entitled to compensation in an amount equal to multiplying the current fair market value or the proceeds from the sale by the DEPARTMENT's percentage of participation in the cost of the original purchase.

    c) The DEPARTMENT may reserve the right to transfer title of the equipment to an eligible third party provided that, in such cases, GRANTEE must be entitled to compensation for its attributable percentage of the current fair market value of the property.

    In addition, in all cases when equipment purchased with CARES funds is sold, the net proceeds are considered program income. In the event GRANTEE fails to take appropriate disposition actions, the DEPARTMENT may direct GRANTEE to take disposition actions.

25. **Conflict of Interest:** No member, officer, employee, agent, or subrecipient of GRANTEE, and no member of the governing body where the Project authorized by this Agreement is located, and no public official of such locality or localities who exercise any function or responsibility with respect to the Project during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement, the Project, work to be performed in connection with the Project, or proceeds thereof.

26. **Amendments:** This Agreement may not be released, discharged, extended, or modified (referred to collectively as "Amendment"), in whole or in part, except to the extent provided by written instrument signed by the DEPARTMENT and GRANTEE. Amendments shall be mutually agreed upon and signed by authorized parties. In no case shall the nature or purpose of the Project be amended from what was generally described in the application.

27. **Termination:** In addition to the reasons for termination provided for in other sections of this Agreement, this Agreement may also be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. Upon termination of this Agreement, all accounts and payments may be processed for approved Project work rendered up to the date of termination.

28. **Fiscal Necessity and Non-Appropriation:** This Agreement is federally funded with CARES funds. It is understood and agreed that the State of Idaho, by and through the DEPARTMENT, is a governmental entity and that the DEPARTMENT's payments herein provided for shall be paid from federal funding sources. This Agreement shall in no way be construed so as to bind the DEPARTMENT beyond the term of any particular appropriation or award of funds by the United States Congress, United States Department of Housing and Urban Development, or any other federal agency or entity, as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds by the Legislature or Executive Department of the State of Idaho, as may exist from time to time.

    The DEPARTMENT reserves the right to terminate this Agreement, in whole or in part (or any order placed under it), if, in its sole judgment, the United States Congress, United States Department of Housing and Urban Development, or other applicable federal agency or entity, withdraws or freezes the DEPARTMENT's federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds, including any sequestration of funds pursuant to the Balanced Budget and Emergency Deficit Control Act of 1985 (Pub. Law 99-177, Title II) and/or the Budget Control Act of 2011 (Pub. Law 112-25), or any similar federal law, as may be required to continue payments under this Agreement. The DEPARTMENT shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

    The DEPARTMENT further reserves the right to terminate this Agreement if, in its sole judgment, the Legislature or Executive Department of the State of Idaho withdraws or freezes the DEPARTMENT's spending authority regarding the federal funds required to continue payments under this Agreement.

29. **Warranties and Representations:** GRANTEE warrants and represents that all documents, records, and other information it provides to the DEPARTMENT for purposes of this Agreement are true, correct, and accurate. GRANTEE further warrants and represents it has the authority to disclose any documents, records, or other information it provides to the DEPARTMENT for purposes of this Agreement.

30. **Relationship of Contracting Parties:** GRANTEE specifically recognizes and acknowledges that nothing contained in this Agreement shall create, or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, joint venture or employer-employee relationship. GRANTEE is solely responsible for the completion of the Project under this Agreement, and agrees to complete the Project in accordance with the terms of this Agreement.

31. **Non-discrimination:** GRANTEE shall provide all services affected by this Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, or physical/mental impairment, and shall comply with all relevant sections of the following laws to the extent that each is applicable: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination in Employment Act of 1967; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; The Americans With Disabilities Act of 1990; Department of Labor Regulations, codified at 41 CFR Part 60; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974. GRANTEE shall comply with pertinent amendments to such laws made during the term of this Agreement and with all federal and state rules and regulations implementing such laws.

32. **Officials Not Personally Liable:** In no event shall any official, officer, employee or agent of the State of Idaho or of the Department of Commerce be personally liable or responsible for any

representation, statement, covenant, warranty or obligation contained in, or made in connection with the Agreement, express or implied.

33. **Governing Law and Severability:** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Boise, Ada County, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of the Agreement will remain in force.

34. **Non-Waiver:** Each provision in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any other clauses in this Agreement.

35. **No Authority to Bind the Other Party**: GRANTEE shall have no authority to enter into contracts or agreements on behalf of the DEPARTMENT. All contracts or agreements shall be entered on behalf of the executing party or executed jointly by both parties.

36. **Headings:** The headings have been inserted solely for convenience and are not to be considered when interpreting the provisions of this Agreement.

37. **Entire Agreement:** This Agreement constitutes the entire agreement between GRANTEE and the DEPARTMENT and supersedes all prior agreements or understandings between the parties. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Parties.

APPROVED:

STATE OF IDAHO
Department of Commerce

Thomas F. Kealey
Thomas F. Kealey (05/22/2025 10:46 MDT)
Thomas F. Kealey
Director

05/22/2025
Date

CITY OF POCATELLO

Brian C. Blad
Brian C. Blad (05/22/2025 09:03 MDT)
Brian Blad
Mayor

05/22/2025
Date

For Internal Use of the Department

Reviewed By

Dennis J. Porter
Dennis J. Porter
Manager

05/20/2025
Date

ATTACHMENT A

Park for Resiliency Project

A. Scope of Work – As per the GRANTEE'S application dated, May 15, 2024, project scope of work includes installation of ADA bathroom facilities at Ross Park, Optimist-Tydeman Park, and Upper City Creek trailhead.

B. Design Professional and Grant Administration – Professional services necessary to design and administer the construction scope of work in accordance with applicable building codes and the CDBG CARES regulations.

C. Furthering Fair Housing Actions – To affirmatively further fair housing the GRANTEE needs to:

- continue implementing actions to overcome impediments as identified in their 2022 Fair Housing Analysis,
- proclaim April as fair housing month, and
- publicly display fair housing posters and have available for the public the fair housing Z-cards.

D. National Objective – Low-to-Moderate Income Area
Total population to benefit: 6,280
Total LMI persons to benefit: 4,210 (67%)

E. State Goal – To increase long-term resiliency and ability to mitigate future coronavirus outbreaks.

F. Schedule

Environmental Release	Complete
Bid & Procurement Documents Approval	June 2025
Construction Contacts Executed	July 2025
Start Construction	August 2025
Fair Housing Actions	September 2025
Second Public Hearing	October 2025
Certificate of Substantial Completion	November 2025

ATTACHMENT B

Budget

LINE ITEMS	AMOUNTS		
	CARES Funding	City In-Kind	Total
Administration		$20,000	$20,000
Design Professional	$22,000		$22,000
Construction	$228,000		$228,000
Total Costs	$250,000	$20,000	$270,000

ATTACHMENT C

Mitigation Measures

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.

2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.

3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.

4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).

5. If, during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

6. The project design and construction shall comply with the 2000 Memorandum of Understanding between the U.S. Environmental Protection Agency – Region 10, the U.S. Department of Housing and Urban Development – Northwest/Alaska Area, the Idaho Department of Commerce, and Idaho Housing and Finance Association regarding the protection of EPA designated Sole Source Aquifers.

Agenda Item #9

EXECUTIVE SUMMARY

TO: Mayor Blad
City Council Members

FROM: Christine Howe, Grants Manager
Planning & Development Services

DATE: For Meeting of August 21, 2025

SUBJECT: Bid Acceptance and Award - Optimist Park & Ross Park Bathroom Construction and Construction Agreement

Recommendation:
Staff recommends that the City Council:

A) Award the bids for the Optimist Park & Ross Park Bathroom Construction Option A and Option D to Morco Construction in the amount of $312,608; and
B) Authorize the execution of a construction agreement, notice of award, notice to proceed, and all other pertinent documents between the City of Pocatello and Morco Construction in the amount of $312,608 as well as Mayor's signature on all pertinent documents, , subject to Legal Department review. Funding for the project is from the Idaho Community Development Block Grant (ICDBG).

Summary:
The City was awarded ICDBG funding for the project in May of 2025. On July 7, 2025, the City of Pocatello received one responsive and responsible bid for the Optimist Park & Ross Park Bathroom project. The project costs came in over budget; however, the City was awarded additional ICDBG program funds to support project costs. City staff have reviewed the bid and recommend accepting this bid from Morco Construction. Acceptance of this bid will allow the City to complete the work by the grant program deadline.

Discussion:
This work will complete the construction of a single stall, ADA compliant restroom at the lower Ross Park Pleasureland area. In addition, it will complete the construction of two single stall, ADA-compliant restroom facilities at Optimist-Tydeman Park. This project is funded by the State of Idaho Community Development Block Grant program which the City received a grant for in May 2025.

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: August 13, 2025

Re: Bid Award – Optimist Park and Ross Park Bathroom Construction

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I have reviewed the above referenced bid documents and have no legal concerns with Council awarding the bid to Morco Construction for Option A and Option D of the bid package, and authorizing the Mayor to sign any contract documents associated with the award. Morco was the only responsive bid and compliant with all bid requirements and applicable statutes.

A - Bid Documents

CITY OF POCATELLO

CITY OF POCATELLO
REQUEST FOR BIDS
Optimist Park & Ross Park Bathroom Construction

COORDINATOR:	**Parks Department**
LOCATIONS:	**Ross Park – Pleasureland, S. 2nd Avenue, Pocatello, ID 83204 & Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201**
PROJECT MANAGER:	**Brayden Millward, Parks Superintendent**
	Phone: 208-705-5752 **Email:** Brayden.millward@pocatello.gov

BID RELEASE DATE:	**6/10/2025 @ 8:00 a.m. MT**
BID DUE DATE:	**6/24/2025 @ 4:00 p.m. MT**

The City of Pocatello is seeking bids from licensed contractors for ***Optimist Park & Ross Park Bathroom Construction***

Bidders can mail or hand-deliver **the completed City of Pocatello bid forms.** Bids can be mailed or delivered to: City of Pocatello, Attn: Planning & Development Services Department, ***"Optimist Park & Ross Park Bathroom Construction"*** 911 N. 7th Avenue, Pocatello, ID 83201.

NOTE: **The Bid Price Sheets must be filled out completely, signed and returned.** A bid may be considered non-responsive if the Bid Price Sheets are incomplete. Bidders may complete the forms for all or some of the Options. **Bidders are not required to bid on all Options to be considered responsive.**

Section 3, minority- and women-owned businesses are especially encouraged to apply, as are businesses located within the City's municipal boundaries. The City of Pocatello offers a preference for documented Section 3 businesses or individuals on this project. Forms for certification as a Section 3 business or individual can be obtained by calling 208-234-6188.

This project is funded through the State of Idaho Community Development Block Grant (CDBG) and is subject to Davis-Bacon Wage Rates.

SITE VISIT: A site visit is scheduled for June 17, 2025 at 9AM at Ross Park Pleasureland, S. 2nd Avenue, Pocatello ID. The site visit is strongly encouraged.

BONDING: All bids in excess of $150,000 shall be accompanied by a guarantee equal to at least five percent (5%) of the bid amount. This guarantee may be in the form of a bond, certified check or other negotiable instrument. Bid bonds will be accompanied by power of attorney bearing the same date as the bond.

Fill out all line items on required pages. Bid must be good for 90 days. The City will select the most responsive and responsible bidder offering the lowest total price for the option it deems in the best interest of the City. The City may also take into consideration the bidder's capacity to complete the project in a timely manner, and past performance of the bidder. The City reserves the right to reject any or all bids. Contractors will be notified of the award by email or phone. The contractor selected will be notified of the date and time set for the required preconstruction conference and contract signing. All permits, labor and materials costs must be included in bid. **The successful bidder shall have five (5) business days from being notified that they are the successful bidder, in which to provide evidence of current bonding, licensing and worker's compensation.**

SCOPE OF WORK

Project Overview

The City seeks a qualified contractor to complete the public facility project at City Parks, including Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello, ID and Optimist Park, located at S. 7th Ave & E. Young St. (see Appendix A -Project Location Map for site locations for the bathroom facilities).

This project involves the construction of bathrooms at public park facilities, including connecting the bathrooms to City water and sewer services.

Four options for bidding are provided (Options A-D) with the construction of one single stall or two single stall bathrooms at each park facility. Bathroom facilities shall also include an external drinking fountain on the structure.

Bathrooms shall be ADA-accessible and meet all City Codes and Standards.

BATHROOM PLANS

Bathroom plans are provided in Appendix B and shall be used by the contractor. Contractor will be responsible for connection to City sewer, including paying the connection fee. Contractor will be responsible for connection to City water including paying the connection fee and Water Department to tap the City line.

SCOPE OF WORK (CONTINUED)

OPTION A – ROSS PARK PLEASURELAND ONE (1) SINGLE STALL BATHROOM

The Contractor shall construct one (1) single-stall, ADA-complaint 12'-6" x 10' bathroom facility per the plans in Appendix B – COP Generic Restroom Single. The bathroom shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including stainless steel toilet, sink, and mirror and hand dryer
- Vandal stop toilet paper dispenser, or equivalent, to match existing
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards.

SCOPE OF WORK (CONTINUED)

OPTION B – ROSS PARK PLEASURELAND TWO (2) SINGLE STALL BATHROOMS

The Contractor shall construct two (2) single stall, ADA-complaint 12'-6" x 10' bathroom facilities per the plans in Appendix B – COP Generic Restroom Double. The bathrooms shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including stainless steel toilet, sink, and mirror and hand dryer
- Vandal stop toilet paper dispenser, or equivalent, to match existing
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards.

SCOPE OF WORK (CONTINUED)

OPTION C – OPTIMIST PARK ONE (1) SINGLE STALL BATHROOM

The Contractor shall construct one (1) single-stall, ADA-complaint 12'-6" x 10' bathroom facility per the plans in Appendix B – COP Generic Restroom Single. The Contractor shall tear out and re-tie in the existing fence to the bathroom to match existing outfield fence.

The bathroom shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including stainless steel toilet, sink, and mirror and hand dryer
- Vandal stop toilet paper dispenser, or equivalent, to match existing
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards

SCOPE OF WORK (CONTINUED)

OPTION D – OPTIMIST PARK (2) TWO SINGLE STALL BATHROOMS

The Contractor shall construct two (2) single stall, ADA-complaint 12'-6" x 10' bathroom facilities per the plans in Appendix B – COP Generic Restroom Double. The Contractor shall tear out and re-tie in the existing fence to the bathroom to match existing outfield fence.

The bathrooms shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including stainless steel toilet, sink, and mirror and hand dryer
- Vandal stop toilet paper dispenser, or equivalent, to match existing
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards.

GENERAL CONDITIONS

TIMEFRAME:
Construction must be completed by November 20, 2025.

GENERAL: Contractor agrees to furnish all of the materials, obtain necessary approvals and permits, and perform all of the labor to complete the repairs and improvements being bid. Contractor agrees to perform all work in accordance with applicable building codes for the total price listed. Contractors working on projects funded by the State of Idaho's Community Development Block Grant funds must meet all requirements of the HUD regulations. Bids must be good for 90 days. Contractor must save and protect all surrounding property and right-of-way areas. Any damage of any sort must be repaired at Contractor's expense, prior to release of final payment.

PRE-BID REVIEW & INSPECTION: Before submitting a bid, Contractor shall carefully examine any specifications, addenda, and plans; visit the work site, including attending the walk-through, if required; verify all measurements; fully inform him/herself as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the bid request. Change orders shall not be granted for anything concerning which the bidder might have fully informed him/herself about prior to bidding.

DAVIS-BACON WAGE RATES: For projects subject to Davis-Bacon wage rates, see Attachment A for the attached wage decision. For further information on Davis-Bacon requirements, contact Lisa Devlin at 208-234-6188 or ldevlin@pocatello.gov

WORKERS COMPENSATION: If contractor or subcontractor plans to use current or new employees for this project, proof of Workers Compensation coverage must be presented for verification before contract is signed.

BONDING: All bids in excess of $150,000 shall be accompanied by a guarantee equal to at least five percent (5%) of the bid amount. This guarantee may be in the form of a bond, certified check or other negotiable instrument. Bid bonds will be accompanied by power of attorney bearing the same date as the bond.

If this contract is for an amount in excess of $150,000, the contractor shall furnish a performance bond in an amount not less than one hundred percent (100%) of the contract price as security for the faithful performance of this contract. The contractor shall also furnish a payment bond in an amount not less than one hundred percent (100%) of the contract price as security for the payment of all persons performing labor under this contract and furnishing materials in connection with this contract. Idaho Code shall govern if this contract is $150,000 or less.

PUBLIC WORKS LICENSING OF CONTRACTORS: Prior to the award of the contract, bidders shall possess or obtain a license issued in the state of Idaho by the Idaho Public Works Contractors License Board in the class and type specified for the value and scope of work to be done in accordance with the provision of Title 54, Chapter 19, Idaho Code, as amended. Subcontractors undertaking to perform any work covered by the contract must also possess or obtain a license prior to award of the contract. Any construction project with an estimated cost of less than one hundred thousand dollars ($100,000) is exempt from the licensing requirement.

NEW MATERIALS REQUIRED: All materials used in connection with this project are to be new, of first quality, and without defects, unless stated otherwise and pre-approved by the Parks Superintendent. All

material costs are to be included in the bid, unless explicitly stated in the bid request that the City will supply a particular material, fixture, etc.

MATERIALS DISPOSAL: All materials removed from the project site must be properly disposed of at a legal landfill and meet all federal, state, and local requirements. Any material removal/handling requirements for a given landfill are the Contractor's full responsibility. A receipt of proper disposal for all loads must be submitted with pay requests for any loads requiring special handling. Neither the City of Pocatello nor any of its employees makes any warranty, expressed or implied, or assumes any legal liability for potentially hazardous materials removed from any site.

CLEANUP: Daily cleanup is required during the project. When work is finalized, remove from site all construction materials, tools, and debris.

TRAFFIC CONTROL: Contractor shall be responsible for obtaining approval of any required traffic control measures.

GENERAL WARRANTY: Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other property or work resulting therefrom, which appears within one year for rehab projects and two years for sidewalk projects, from date of final payment. Further, Contractor shall furnish City with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

TIE BREAKER: In the event of a low bid tie, the City will reach out to the bidders submitting the low bid and ask for a best and final quote. In the event that no revised bids are received, the low bid shall be the consultant who wins a coin toss to take place within 24 hours of the deadline for best and final bids.

RESPONSIVE & RESPONSIBLE: Bidders who comply with all requirements for submittal of bids will be considered "Responsive." Bidders whose past performance or performance on similar projects is satisfactory to the City shall be considered "Responsible." The City will request references from bidders to determine responsible when applicable.

OTHER CONDITIONS: This project is funded by the State of Idaho Community Development Bock Grant (ICDBG) and is subject to the ICDBG program terms and conditions which are incorporated into this Request for Bids as Attachment B.

BID PRICE SHEET (PAGE 1 OF 5)	
ADDRESS: Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello ID	**Project: Optimist Park & Ross Park Bathroom**
BID ITEM DESCRIPTION	
OPTION A – ROSS PARK PLEASURELAND ONE (1) SINGLE STALL BATHROOM	
Total Option A Equipment/Materials:	$
Total for Option A Labor/Installation:	$
TOTAL for OPTION A (Sum of Equipment/Materials and Labor/Installation):	**$**

BID PRICE SHEET (PAGE 2 OF 5)	
ADDRESS: Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello, ID	**Project:** Optimist Park & Ross Park Bathroom
BID ITEM DESCRIPTION	
OPTION B – ROSS PARK PLEASURELAND TWO (2) SINGLE STALL BATHROOMS	
Total Option B Equipment/Materials:	$
Total for Option B Labor/Installation:	$
TOTAL FOR OPTION B (Sum of Equipment/Materials and Labor/Installation):	**$**

BID PRICE SHEET (PAGE 3 OF 5)	
ADDRESS: Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201	**Project:** Optimist Park & Ross Park Bathroom
BID ITEM DESCRIPTION	
OPTION C – OPTIMIST PARK ONE (1) SINGLE STALL BATHROOM	
Total Option C Equipment and Materials	$
Total for Option C Labor/Installation	$
Total for Option C (sum of Equipment, Materials, and Labor/Installation):	**$**

BID PRICE SHEET (PAGE 4 OF 5)	
ADDRESS: Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201	**Project:** Optimist Park & Ross Park Bathroom
BID ITEM DESCRIPTION	
OPTION D – OPTIMIST PARK (2) TWO SINGLE STALL BATHROOMS	
Total Option D Equipment and Materials	$
Total for Option D Labor/Installation	$
Total for Option D (sum of Equipment, Materials, and Labor/Installation):	**$**

BID PRICE SHEET (PAGE 5 of 5)	
ADDRESS: Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello, ID Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201	**Project: Optimist Park & Ross Park Bathroom Construction**

Anticipated start date: _____

Project Completion Date: November 20, 2025

Contractor Name: _____

Company Name: _____ Phone: _____

Address: _____ Email: _____

City, State, & Zip Code: _____

City License No.: _____

State License No.: _____

Public Works License No.: _____

Subcontractor List:
If contractor plans to subcontract any part of this work, please list those subcontractor(s) below. If none, please write N/A. Any changes to your list must be approved by the City of Pocatello prior to contract signing. At contract signing, final subcontractor(s) and their license number(s) must be provided. Failure to complete and return this form may render the bid unresponsive and void.

_____
_____

I have reviewed the project description for the ***Park Bathrooms (Optimist Park & Ross Park-Pleasureland)***, and verified the project bid total before signing this bid.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Contractor Signature: _____ Date: _____

APPENDIX A: PROJECT LOCATION MAP

SITE PLAN
SCALE: 3/32"=1'-0"

NORTH

*THIS PLAN IS FOR PLANNING PURPOSES ONLY. CITY OF POCATELLO TO VERIFY ALL UTILITIES, SETBACKS AND EASEMENTS, ETC. PRIOR TO PLACEMENT OF GENERIC RESTROOM.

FOR REVIEW ONLY

ORIGINAL SIGNED BY: TED BOOTH
DATE ORIGINAL SIGNED: 5/29/2025
ON FILE AT: BOOTH ARCHITECTURE

FOR REVIEW ONLY

DRAWING SCALE APPLIES TO 24"x36" SHEET SIZE

New Structure for:
COP - Parks & Recreation
Generic Restrooms
TBD
Pocatello, ID 83201

340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
Fax (208) 233-0263
email ted@bootharchitecture.com

BOOTH Architecture PLLC

Proposed Site

Date
5/29/2025

Sheet No. A0.0

SITE PLAN
SCALE: 3/32"=1'-0"

NORTH

*THIS PLAN IS FOR PLANNING PURPOSES ONLY. CITY OF POCATELLO TO VERIFY ALL UTILITIES, SETBACKS AND EASEMENTS, ETC. PRIOR TO PLACEMENT OF GENERIC RESTROOM.

FOR REVIEW ONLY

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email ted@bootharchitecture.com

Proposed Site

Date
5/29/2025

Sheet No. A0.0

APPENDIX B: BATHROOM PLANS

GENERAL NOTES

1. Contractor to verify all dimensions and conditions.
2. All work to comply with IBC, ADA, and all other local and national codes that may apply.
3. Contractor to verify and coordinate all owner provided items for proper size, clearance, and requirements.
4. All lumber in contact with concrete or masonry to be pressure treated.
5. Provide backing for all grab bars, door stops, cabinetry, partitions, etc. as required.

SITE NOTES

1. Contractor to verify site setbacks, easements, utilities, etc., with civil drawings and/or local jurisdiction as required.

CONCRETE NOTES

1. Provide concrete footings, foundations, slabs, etc. per plans.
2. Provide 10 MIl vapor barrier under all slabs of occupied areas such as W.R. Meadows Perminator. Seal all joints, laps, etc. per manufacturers recommendations.
3. Provide sealer such as Scofield Cureseal-W at all flatwork.

FRAMING NOTES

1. Provide 2x framing per Architectural and/or Structural drawings. All exterior walls to be 2x4 minimum with sheathing as shown. Interior plumbing wall to be 2x6 minimum with sheathing as required.
2. Provide fluid applied or wrap such as Tyvek CommercialWrap.

PAINT NOTES

1. Drywall – (1) coat primer such as Sherwin Williams PVA Drywall Primer & Sealer, (2) coats paint such as Sherwin Williams ProMar 400 Zero VOC Interior Latex.
2. CMU – (1) coat primer such as Sherwin Williams LOXON Concrete & Masonry Primer / Sealer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
3. Interior Metal (doors, frames, handrails, etc.) – (1) coat primer such as Sherwin Williams Multi-Purpose Latex Primer, (2) coats paint such as Sherwin Williams ProMar 400 Zero VOC Interior Latex.
4. Exterior Metal (doors, frames, handrails, etc.) – (1) coat primer such as Sherwin Williams Kem Kromik Universal Metal Primer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
5. Exposed ceiling structure to be painted with such as; Sherwin Williams Pro Acrylic Drylall where noted.

TOILET ACCESSORIES NOTES

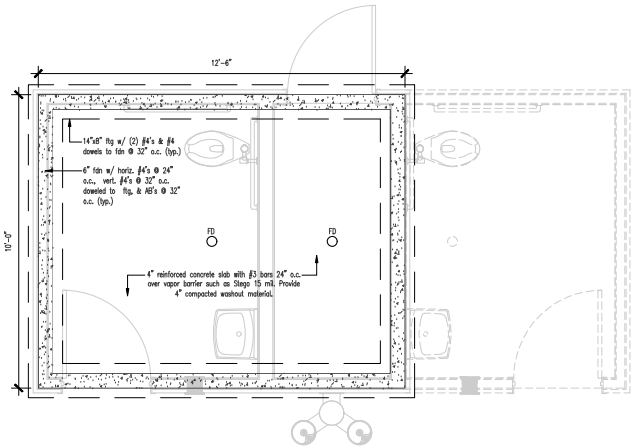
1. Grab Bars – such as Bradley 812 heavy duty SS with concealed mounting.
2. Sanitary Napkin Disposal – such as Bradley Diplomat model 4A10.
3. Seat Cover Dispenser – recessed such as Bradley Diplomat 5A40.
4. Toilet Paper Dispenser – dual roll such as Bradley Diplomat model 5A10.
5. Paper Towel Dispenser – sensor activated such as Bradley model 2499.
6. Paper Towel / Waste – sensor activated recessed such as Bradley Diplomat 2A25
7. Verify with drawings for contractor provided or owner provided toilet accessories.

DOOR & FRAME NOTES

1. Exterior 16 ga. galvanized metal doors such as Steelcraft SZ series.
2. Interior walls for non-GWB walls to be such as Steelcraft F series with (3) non-galvanized anchors per side on 7' doors, (4) anchors on 8' doors. Provide 4-1/2"x4-1/2" ball bearing hinges such as Stanley FBB179 (3) per 7' door, (4) on 8' and 4' wide doors.
3. Exterior frames to be such as such as Steelcraft galvanized F series with (3) galvanized anchors per side on 7' doors, (4) anchors on 8' doors. Provide 4-1/2"x4-1/2" ball bearing hinges such as Stanley FBB191 (3) per 7' door, (4) on 8' and 4' wide doors. Provide non-removable pins on out swing doors.
4. Door hardware to be ADA compliant. Verify style with Door details. Keying to be coordinated with owner.
5. Push / Pulls such as Ives 8302-8 US32D 4X16, Kick plates such as Don Jo J102622630 6"x30"
6. Provide hinges with non-removable pins at all out-swinging exterior doors.
7. All egress doors shall be readily operable from egress side without use of key or special knowledge. Door handles, pulls, latches, locks and other operating devices shall not require tight grasping, tight pinching, or twisting of the wrist to operate.

Architectural Abbreviations

AB	Anchor Bolt
Arch.	Architectural
AFF	Above Finish Floor
Cntr.	Contractor
Conc.	Concrete
Elec.	Electrical
ETR.	Existing to Remain
Exist.	Existing
e.w.	Each Way
FD	Floor Drain
FRP	Fiber Reinforced Plastic
furn.	Furnace
ga.	Gauge
GWB	Gypsum Wall Board
HB	Hose Bibb
Horiz.	Horizontal
HM	Hollow Metal
HW	Hardwood
Mech.	Mechanical
o.c.	On Center
OFD	Overflow Drain
OSB	Oriented Strand Board
p-Lam	Plastic Laminate
RD	Roof Drain
ref.	Refrigerator
reqd.	Required
SS	Stainless Steel
Struct.	Structural
T.T&P	Tape, Texture and Paint
typ.	Typical
Vert.	Vertical
w/	with
WH	Water Heater
WS	Water Softener



FOOTING & FOUNDATION PLAN

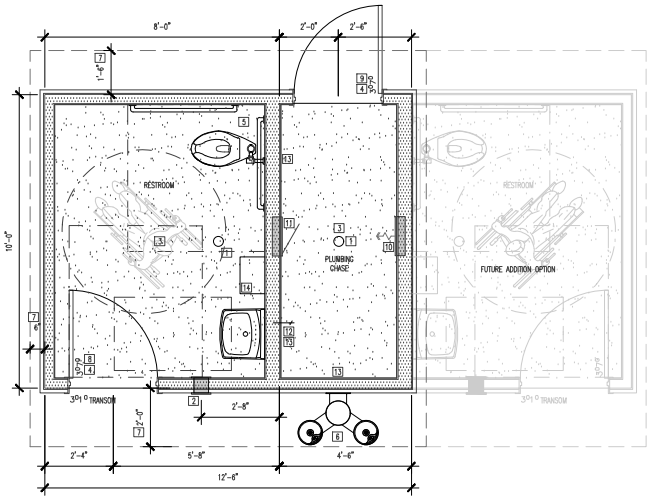
SCALE: 1/2"=1'-0"

FOUNDATIONS:

1. Footings shall bear on firm, undisturbed soil a minimum of 32" below the finial finished grade line for one and two story structures. However, should the frost line be locally deeper than the depths specified above, then bottom of footings shall extend below this local frost line. Where sloping grades are involved, footing depths must always be measure from the point at the final finished grade line that is closest to the footing.
2. Concrete cover for reinforcing bars shall 3" for footings & 1" for flat work.
3. Lap rebar splices 40 diameters minimum.
4. Fold rebar into slab as required.
5. Dowel all foundations to footings 32" o.c.
6. All walls over 4 foot in height must have two horizontal bars within top 12" of wall.
7. Horizontal Reinforcing Bars to run continuous between all intersecting walls.
8. All Foundation walls to be: 6" concrete wall w/ horizontal #4's @ 24" o.c. & vertical #4's @ 32" o.c.. Provide A.B.'s @ 32" o.c. (typ.)
9. 1/2" Anchor bolts shall be placed minimum 32" on center. 3"x3"x5/16" plate washers required.
10. Foundation wall elevations to be coordinated with elevations and grade.
11. To insure proper support for the footings and foundation walls, footings must always be poured with a flat bottom surface. Footings may be stepped where necessary to allow the footings to remain below frost line on a sloping grade line that exceeds a mean of thirty degrees down from the level. Sloping sites require special engineering for extended foundation walls and stepped footings.
12. Foundations and footing sizes are based on minimum allowable soil bearing capacity of 1500psf. User must verify that local soil conditions meet these requirements and must re-design footings if the soil bearing capacity falls short of 1500psf.
13. Foundation wall heights to be stepped as needed according to site conditions.
14. Contractor to coordinate placement of all under slab plumbing prior to placement of concrete.

CONCRETE:

1. All concrete shall develop and maintain a minimum compressive strength of 3000psi within 28 days after pouring.
2. Concrete forms, shoring, and pouring methods shall conform to all current practices endorsed by the American Concrete Institution.



FLOOR PLAN

SCALE: 1/2"=1'-0"

GENERAL NOTES:

- Contractor to verify all dimensions & conditions.
- Contractor to coordinate items & requirements of owner provided items that may be coordinated into project.
- All work to comply with IBC, ADA, and all other local, national, plumbing, mechanical, and electrical codes that may apply.
- All lumber in contact with concrete or masonry to be pressure treated.
- Adjacent properties and public right of way to be protected from silt and debris during construction.
- Contractor to verify all utilities, covenants, setbacks, flood plains, and covenant restrictions, etc.
- Contractor to provide building hold-downs
- Contractor to schedule relocation of any utilities prior to excavation/construction.
- Contractor to provide suitable barrier(s) to prevent public access to excavation or other hazardous work areas.
- Contractor to verify all site conditions and dimensions.
- Contractor to verify location of setbacks and easements before digging.
- Contractor to verify location of all utilities prior to digging, both public and private.
- Contractor to schedule relocation of any utilities prior to excavation/construction.
- Design and grade all plumbing for blowout and winterization.
- All floors to be epoxy w/ slip resistant additive.
- All interior walls to be FRP.
- Provide Rubber Base in all interior spaces.
- All ceilings to be painted plywood. see plan
- All electrical to be bidder designed.
- All door/window openings to have (2) 2x6's headers as required.

NOTES:

1. Floor Drain.
2. Thru-the-wall ventilator linked to light motion sensor such as: Broan, Model 512M
3. LED light fixture linked to motion sensor. Owner to specify.
4. Hollow metal door w/frame such as: Steelcraft SZ series.
5. Grab bars per ADA Standards.
6. Drinking fountain to meet ADA Standards. Owner to specify.
7. Roof overhang.
8. Provide deadbolt such as: Schlage B560P w/ occupancy indicator, provide pull plates such as: Don Jo CPK7115 (both sides)
9. Provide deadbolt such as: Schlage B560, provide pull plate such as: Don Jo CPK7115 on outside.
10. Provide electric wall heater such as: Cadet CEC 1637WL
11. Electrical Panel
12. Provide Hose Bib for maintenance.
13. Exposed plumbing.
14. Paper towel dispenser by owner.

TED L. BOOTH STATE OF IDAHO AP 93009 LICENSED ARCHITECT

ORIGINAL SIGNED BY: TED L. BOOTH
DATE ORIGINAL SIGNED: 5/29/2025
ON FILE AT: BOOTH ARCHITECTURE

DRAWING SCALE APPLIES TO 24"x36" SHEET SIZE

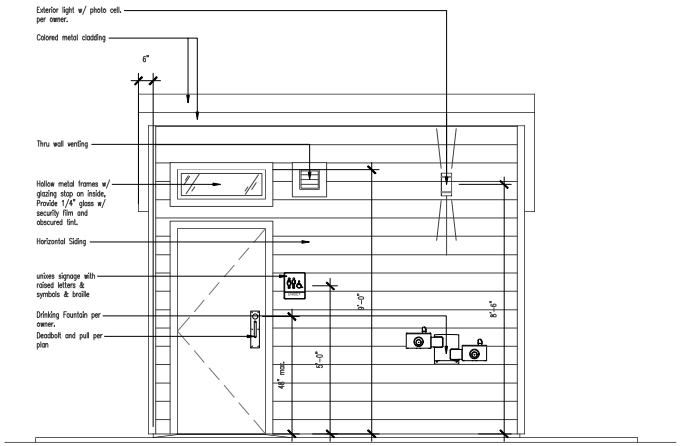
New Structure for:
COP - Parks & Recreation
Generic Restrooms
TBD
Pocatello, ID 83201

BOOTH Architecture PLLC
340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
Fax (208) 233-0263
email ted@bootharchitecture.com

Footing & Foundation Floor Plan

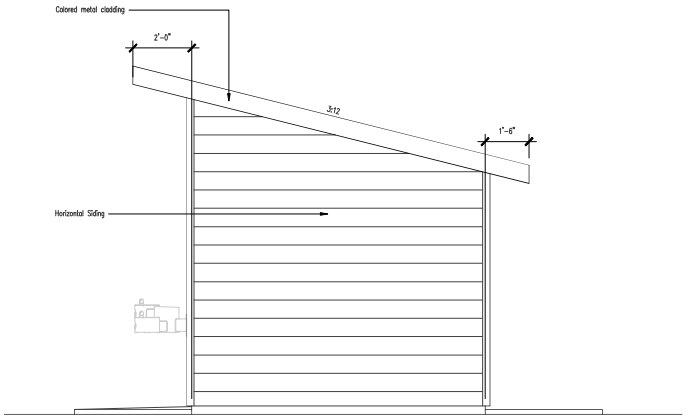
Date 5/29/2025

Sheet No. A1.0



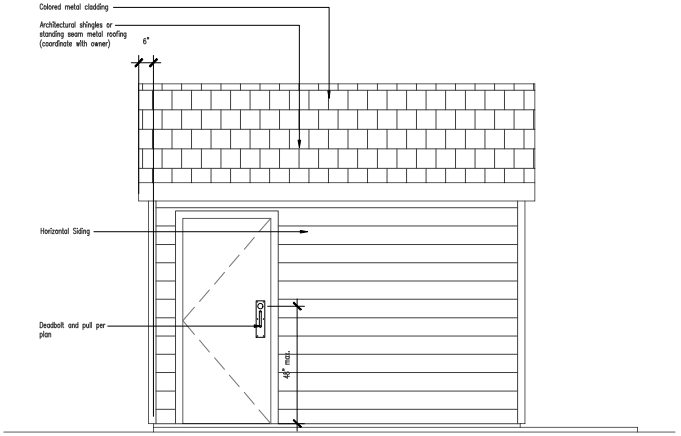
FRONT ELEVATION

SCALE: 1/2"=1'-0"



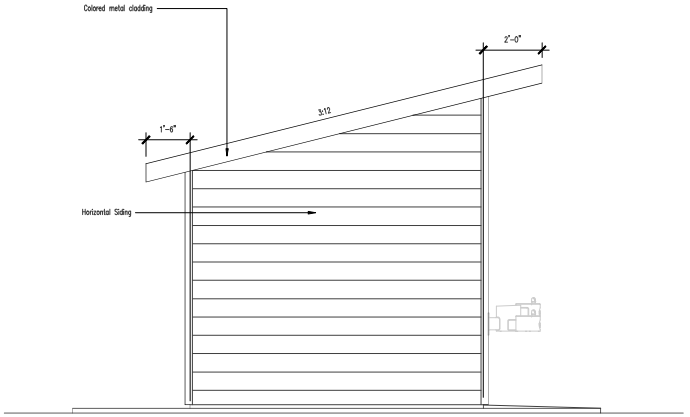
RIGHT ELEVATION

SCALE: 1/2"=1'-0"



REAR ELEVATION

SCALE: 1/2"=1'-0"



LEFT ELEVATION

SCALE: 1/2"=1'-0"

TED L. BOOTH
STATE OF IDAHO
AP 93009
LICENSED ARCHITECT

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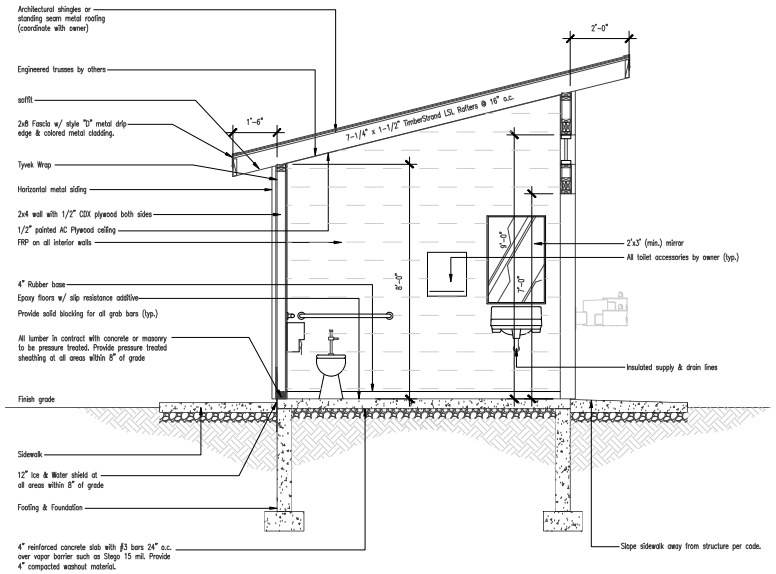
Elevations

Date
5/29/2025

Sheet No. A2.0



BASIC SECTION

SCALE: 1/2"=1'-0"

TED L. BOOTH STATE OF IDAHO AP 93009 LICENSED ARCHITECT

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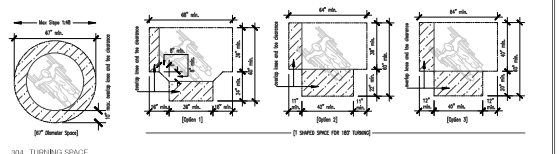
Section

Date
5/29/2025

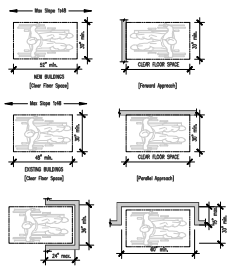
Sheet No. A2.1

ACCESSIBILITY STANDARDS

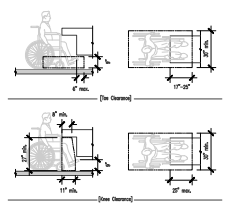
ICC A117.1–2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



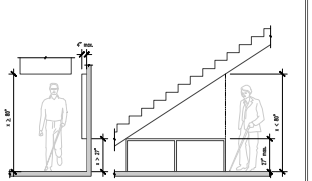
304. TURNING SPACE



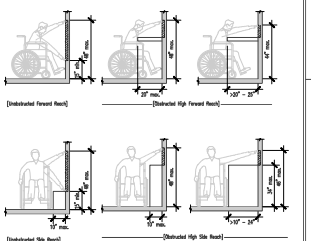
305. CLEAR FLOOR SPACE



306. KNEE & TOE CLEARANCE



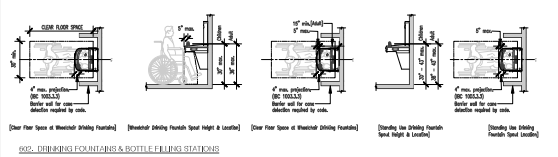
307. PROTRUDING OBJECTS



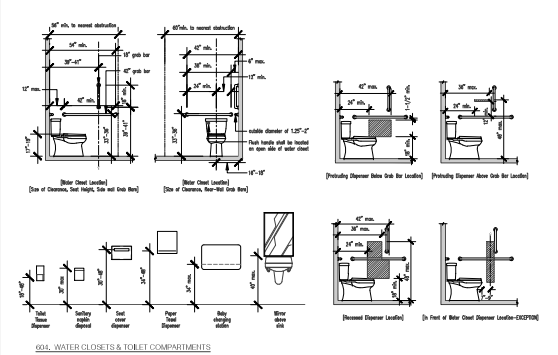
308. Reach Ranges

ACCESSIBILITY STANDARDS

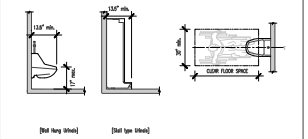
ICC A117.1–2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



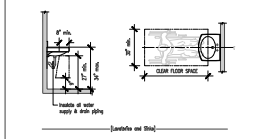
602. DRINKING FOUNTAINS & BOTTLE-FILLING STATIONS



604. WATER CLOSETS & TOILET COMPARTMENTS



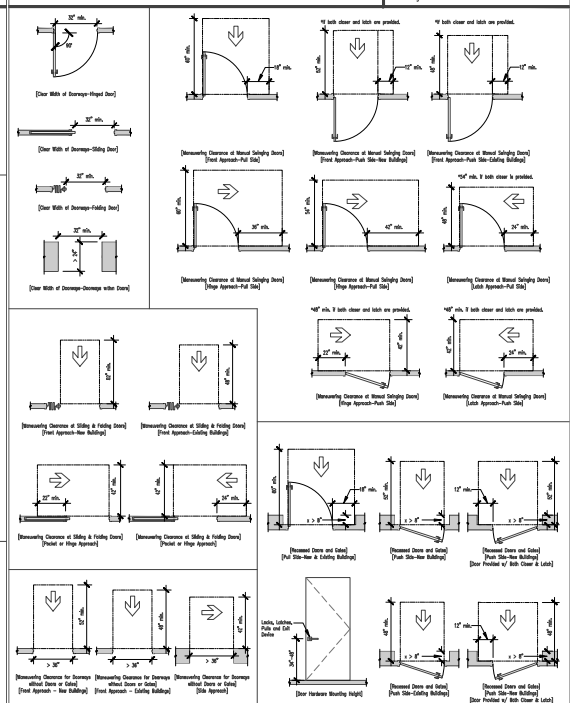
605. URINALS



606. LAVATORIES & SINKS

ACCESSIBILITY STANDARDS

ICC A117.1–2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



404. DOORS, DOORWAYS & GATES

TED L. BOOTH
STATE OF IDAHO
AP 93009
LICENSED ARCHITECT

ORIGINAL SIGNED BY:
TED L. BOOTH
DATE ORIGINAL SIGNED:
5/29/2025
ON FILE AT:
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DRAWING SCALE APPLIES TO 24"x36" SHEET SIZE

New Structure for:
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Generic Restrooms
TBD
Pocatello, ID 83201

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ADA Standards

Date
5/29/2025

Sheet No. A2.2

GENERAL NOTES

1. Contractor to verify all dimensions and conditions.
2. All work to comply with IBC, ADA, and all other local and national codes that may apply.
3. Contractor to verify and coordinate all owner provided items for proper size, clearance, and requirements.
4. All lumber in contact with concrete or masonry to be pressure treated.
5. Provide backing for all grab bars, door stops, cabinetry, partitions, etc. as required.

SITE NOTES

1. Contractor to verify site setbacks, easements, utilities, etc., with civil drawings and/or local jurisdiction as required.

CONCRETE NOTES

1. Provide concrete footings, foundations, slabs, etc. per plans.
2. Provide 10 Mil vapor barrier under all slabs of occupied areas such as W.R. Meadows Perminator. Seal all joints, laps, etc. per manufacturers recommendations.
3. Provide sealer such as Scofield Cureseal-W at all flatwork.

FRAMING NOTES

1. Provide 2x framing per Architectural and/or Structural drawings. All exterior walls to be 2x4 minimum with sheathing as shown. Interior plumbing wall to be 2x6 minimum with sheathing as required.
2. Provide fluid applied or wrap such as Tyvek CommercialWrap.

PAINT NOTES

1. Drywall – (1) coat primer such as Sherwin Williams PVA Drywall Primer & Sealer, (2) coats paint such as Sherwin Williams ProMar 400 Zero VOC Interior Latex.
2. CMU – (1) coat primer such as Sherwin Williams LOXON Concrete & Masonry Primer / Sealer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
3. Interior Metal (doors, frames, handrails, etc.) – (1) coat primer such as Sherwin Williams Multi-Purpose Latex Primer, (2) coats paint such as Sherwin Williams ProMar 400 Zero VOC Interior Latex.
4. Exterior Metal (doors, frames, handrails, etc.) – (1) coat primer such as Sherwin Williams Kem Kromik Universal Metal Primer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
5. Exposed ceiling structure to be painted with such as; Sherwin Williams Pro Acrylic Drytall where noted.

TOILET ACCESSORIES NOTES

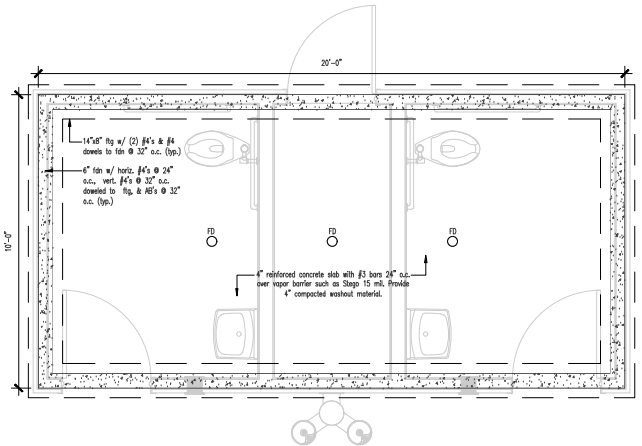
1. Grab Bars – such as Bradley B12 heavy duty SS with concealed mounting.
2. Sanitary Napkin Disposal – such as Bradley Diplomat model 4A10.
3. Seat Cover Dispenser – recessed such as Bradley Diplomat 5A40.
4. Toilet Paper Dispenser – dual roll such as Bradley Diplomat model 5A10.
5. Paper Towel Dispenser – sensor activated such as Bradley model 2498.
6. Paper Towel / Waste – sensor activated recessed such as Bradley Diplomat 2A25
7. Verify with drawings for contractor provided or owner provided toilet accessories.

DOOR & FRAME NOTES

1. Exterior 16 ga. galvanized metal doors such as Steelcraft SZ series.
2. Interior walls for non-GWB walls to be such as Steelcraft F series with (3) non-galvanized anchors per side on 7' doors, (4) anchors on 8' doors. Provide 4-1/2"x4-1/2" ball bearing hinges such as Stanley FBB179 (3) per 7' door, (4) on 8' and 4' wide doors.
3. Exterior frames to be such as such as Steelcraft galvanized F series with (3) galvanized anchors per side on 7' doors, (4) anchors on 8' doors. Provide 4-1/2"x4-1/2" ball bearing hinges such as Stanley FBB191 (3) per 7' door, (4) on 8' and 4' wide doors. Provide non-removable pins on out swing doors.
4. Door hardware to be ADA compliant. Verify style with Door details. Keying to be coordinated with owner.
5. Push / Pulls such as Ives 8302-8 US32D 4X16, Kick plates such as Donjo J102622630 6"x30"
6. Provide hinges with non-removable pins at all out-swinging exterior doors.
7. All egress doors shall be readily operable from egress side without use of key or special knowledge. Door handles, pulls, latches, locks and other operating devices shall not require tight grasping, tight pinching, or twisting of the wrist to operate.

Architectural Abbreviations

AB	Anchor Bolt
Arch.	Architectural
AFF	Above Finish Floor
Cntr.	Contractor
Conc.	Concrete
Elec.	Electrical
EXR.	Existing to Remain
Exist.	Existing
e.w.	Each Way
FD	Floor Drain
FRP	Fiber Reinforced Plastic
furn.	Furnace
ga.	Gauge
GWB	Gypsum Wall Board
HB	Hose Bibb
Horiz.	Horizontal
HM	Hollow Metal
HW	Hardwood
Mech.	Mechanical
o.c.	On Center
OFD	Overflow Drain
OSB	Oriented Strand Board
p-lam	Plastic Laminate
RD	Roof Drain
ref.	Refrigerator
reqd.	Required
SS	Stainless Steel
Struct.	Structural
T.T&P	Tape, Texture and Paint
typ.	Typical
Vert.	Vertical
w/	with
WH	Water Heater
WS	Water Softener



FOOTING & FOUNDATION PLAN

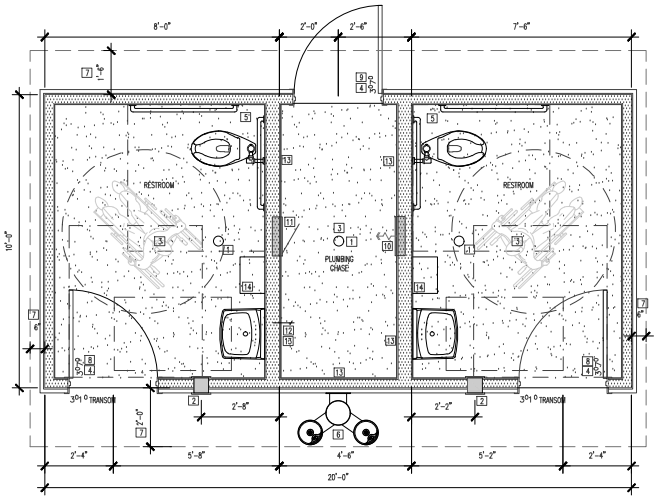
SCALE: 1/2"=1'-0"

FOUNDATIONS:

1. Footings shall bear on firm, undisturbed soil a minimum of 32" below the finial finished grade line for one and two story structures. However, should the frost line be locally deeper than the depths specified above, then bottom of footings shall extend below this local frost line. Where sloping grades are involved, footing depths must always be measure from the point at the final finished grade line that is closest to the footing.
2. Concrete cover for reinforcing bars shall 3" for footings & 1" for flat work.
3. Lap rebar splices 40 diameters minimum.
4. Fold rebar into slab as required.
5. Dowel all foundations to footings 32" o.c.
6. All walls over 4 foot in height must have two horizontal bars within top 12" of wall.
7. Horizontal Reinforcing Bars to run continuous between all intersecting walls.
8. All Foundation walls to be: 6" concrete wall w/ horizontal #4's @ 24" o.c. & vertical #4's @ 32" o.c.. Provide A.B.'s @ 32" o.c. (typ.)
9. 1/2" Anchor bolts shall be placed minimum 32" on center. 3"x3"x5/16" plate washers required.
10. Foundation wall elevations to be coordinated with elevations and grade.
11. To insure proper support for the footings and foundation walls, footings must always be poured with a flat bottom surface. Footings may be stepped where necessary to allow the footings to remain below frost line on a sloping grade line that exceeds a mean of thirty degrees down from the level. Sloping sites require special engineering for extended foundation walls and stepped footings.
12. Foundations and footing sizes are based on minimum allowable soil bearing capacity of 1500psf. User must verify that local soil conditions meet these requirements and must re-design footings if the soil bearing capacity falls short of 1500psf.
13. Foundation wall heights to be stepped as needed according to site conditions.
14. Contractor to coordinate placement of all under slab plumbing prior to placement of concrete.

CONCRETE:

1. All concrete shall develop and maintain a minimum compressive strength of 3000psi within 28 days after pouring.
2. Concrete forms, shoring, and pouring methods shall conform to all current practices endorsed by the American Concrete Institution.



FLOOR PLAN

SCALE: 1/2"=1'-0"

GENERAL NOTES:

- Contractor to verify all dimensions & conditions.
- Contractor to coordinate items & requirements of owner provided items that may be coordinated into project.
- All work to comply with IBC, ADA, and all other local, national, plumbing, mechanical, and electrical codes that may apply.
- All lumber in contact with concrete or masonry to be pressure treated.
- Adjacent properties and public right of way to be protected from silt and debris during construction.
- Contractor to verify all utilities, covenants, setbacks, flood plains, and covenant restrictions, etc.
- Contractor to provide building hold-downs
- Contractor to schedule relocation of any utilities prior to excavation/construction.
- Contractor to provide suitable barrier(s) to prevent public access to excavation or other hazardous work areas.
- Contractor to verify all site conditions and dimensions.
- Contractor to verify location of setbacks and easements before digging.
- Contractor to verify location of all utilities prior to digging, both public and private.
- Contractor to schedule relocation of any utilities prior to excavation/construction.
- Design and grade all plumbing for blowout and winterization.
- All floors to be epoxy w/ sfp resistant additive.
- All interior walls to be FRP.
- Provide Rubber Base in all interior spaces.
- All ceilings to be painted plywood. see plan
- All electrical to be bidder designed.
- All door/window openings to have (2) 2x6's headers as required.

NOTES:

1. Floor Drain.
2. Thru-the-wall ventilator linked to light motion sensor such as: Broan, Model 512M
3. LED light fixture linked to motion sensor. Owner to specify.
4. Hollow metal door w/frame such as: Steelcrafft SZ series.
5. Grab bars per ADA Standards.
6. Drinking fountain to meet ADA Standards. Owner to specify.
7. Roof overhang.
8. Provide deadbolt such as: Schlage B560P w/ occupancy Indicator, provide pull plates such as: Don Jo CPK7115 (both sides)
9. Provide deadbolt such as: Schlage B560, provide pull plate such as: Don Jo CPK7115 on outside.
10. Provide electric wall heater such as Cadet CEC 163TW.
11. Electrical Panel
12. Provide Hose Bib for maintenance.
13. Exposed plumbing.
14. Paper towel dispenser by owner.

TED L. BOOTH STATE OF IDAHO AP 93009 LICENSED ARCHITECT

ORIGINAL SIGNED BY: TED L. BOOTH
DATE ORIGINAL SIGNED: 5/29/2025
ON FILE AT: BOOTH ARCHITECTURE

DRAWING SCALE APPLIES TO 24"x36" SHEET SIZE

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Generic Restrooms
TBD
Pocatello, ID 83201

BOOTH Architecture PLLC
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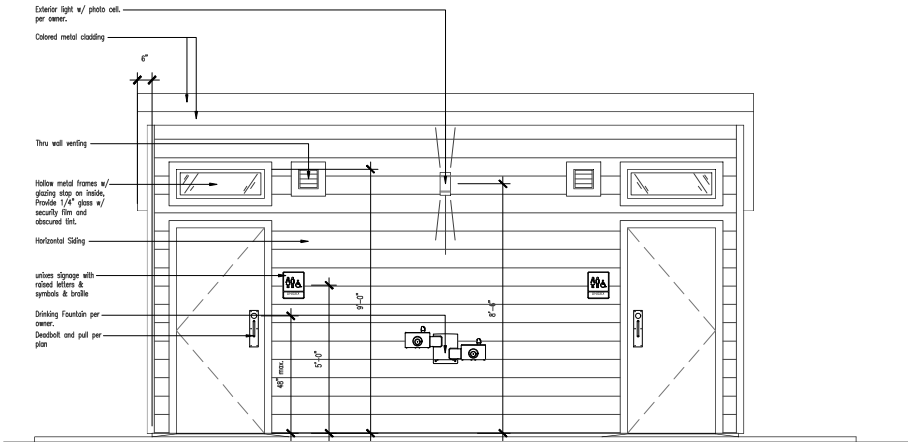
Fax (208) 233-0263
email ted@bootharchitecture.com

Footing & Foundation Floor Plan

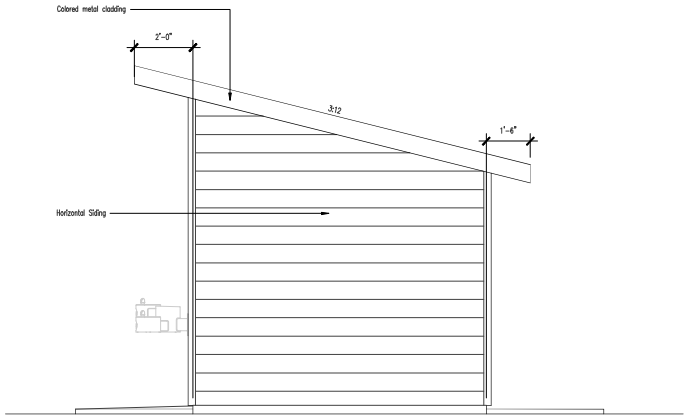
Date 5/29/2025

Sheet No. A1.0



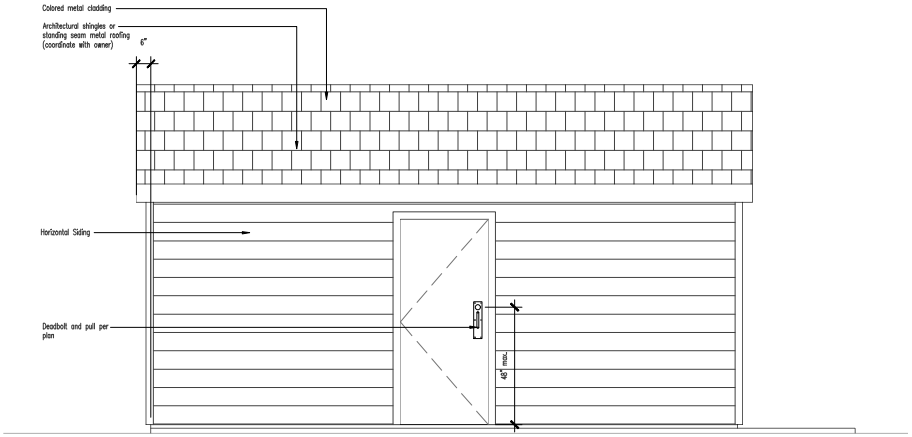
FRONT ELEVATION

SCALE: 1/2"=1'-0"



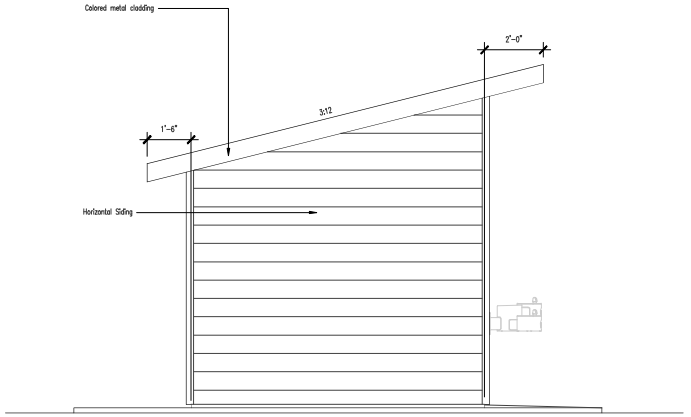
RIGHT ELEVATION

SCALE: 1/2"=1'-0"



REAR ELEVATION

SCALE: 1/2"=1'-0"



LEFT ELEVATION

SCALE: 1/2"=1'-0"

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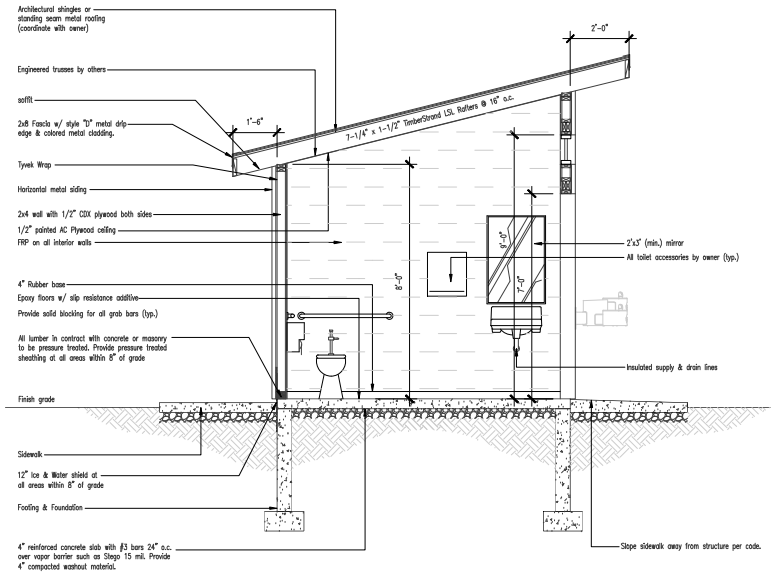
Elevations

Date
5/29/2025

Sheet No. A2.0



BASIC SECTION

SCALE: 1/2"=1'-0"

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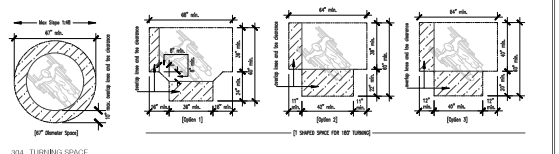
Section

Date
5/29/2025

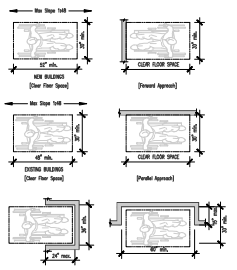
Sheet No. A2.1

ACCESSIBILITY STANDARDS

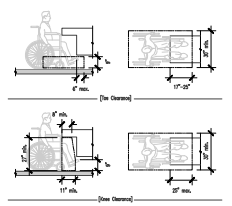
ICC A117.1–2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



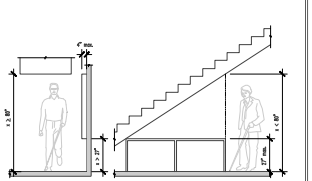
304. TURNING SPACE



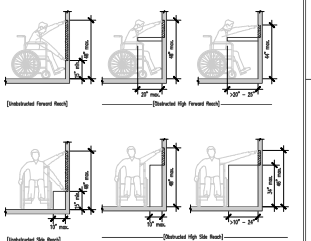
305. CLEAR FLOOR SPACE



306. KNEE & TOE CLEARANCE



307. PROTRUDING OBJECTS



308. Reach Ranges

ACCESSIBILITY STANDARDS

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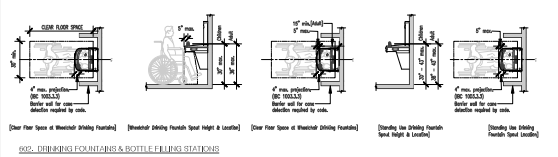

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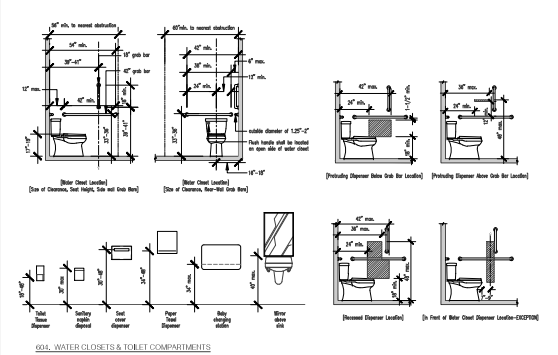

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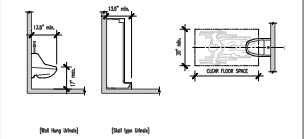

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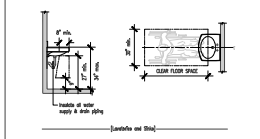

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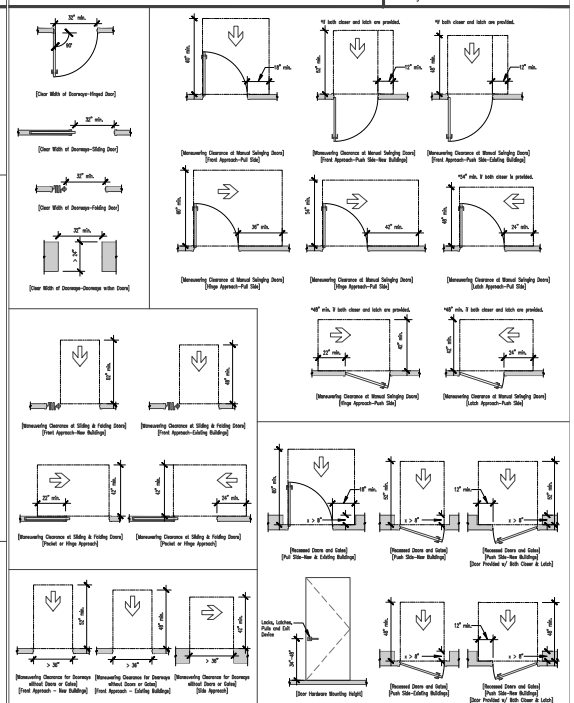

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ADA Standards

Date
5/29/2025

Sheet No. A2.2

ATTACHMENT A: DAVIS BACON WAGE RATES DECISION

"General Decision Number: ID20250105 06/06/2025

Superseded General Decision Number: ID20240105

State: Idaho

Construction Type: Building

Counties: Bannock and Franklin Counties in Idaho.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).
Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025

3 03/07/2025
4 06/06/2025

BRIC0001-001 06/01/2022

	Rates	Fringes
BRICKLAYER	$ 35.53	19.85

CARP0808-003 06/01/2024

	Rates	Fringes
CARPENTER	$ 34.08	17.91

ELEC0449-002 12/01/2024

	Rates	Fringes
ELECTRICIAN	$ 37.47	18.01

ENGI0302-012 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift	$ 36.33	15.40
Loader	$ 36.33	15.40

IRON0732-004 06/01/2024

	Rates	Fringes
IRONWORKER	$ 33.37	22.98

* LABO0155-012 06/01/2025

	Rates	Fringes
LABORER		
Grade Checker	$ 33.98	13.80
Mason Tender - Cement/Concrete	$ 33.93	13.80

LABO0155-013 01/01/2025

	Rates	Fringes
LABORER (Common or General)	$ 33.63	16.50

ROOF0200-003 06/01/2023

	Rates	Fringes
ROOFER	$ 26.45	19.00

SHEE0103-006 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 35.50	22.52

SHEE0103-014 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation)	$ 35.50	22.52

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* UAVG-ID-0002 01/03/2025

	Rates	Fringes
OPERATOR: Crane	$ 31.81	18.12

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* SUID2021-006 04/27/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 22.21	3.80
OPERATOR: Backhoe/Excavator/Trackhoe	$ 28.92	10.39
PAINTER	$ 17.11 **	1.25
TRUCK DRIVER: Dump Truck	$ 25.06	8.81

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- **A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- **B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- **C. Additional records relating to fringe benefits**. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT B: ICDBG TERMS AND CONDITIONS

CDBG Supplemental General Conditions

These Supplemental General Conditions are to be part of an Idaho Community Development Block Grant funded construction project.

Preconstruction Conference
After the contract(s) have been awarded but before the start of construction, a conference will be held for the purpose of discussing requirements on such matters as project supervision, progress schedule and reports, payrolls, payment to contractors, contract change order, insurance, safety and other items pertinent to the project. The contractor shall arrange to have all subcontractors and supervisory personnel connected with the project on hand to meet with representatives of the engineer and owner to discuss any problems anticipated

Reports and Information
The contractor, at such times and in such forms as the owner may require, shall furnish the owner such periodic reports as requested pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

Conflict of Interest
No member, officer, or employees of the grantee, or its designees or agents, no members of the grantee's governing body and no other public official of the grantee who exercises any functions or responsibilities with respect to this contract during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this contract. All contractors shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest.

Minority Business Enterprise
Affirmative steps will be taken to assure that small, minority and female businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitation lists.
2. Assure that such firms are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into small tasks or quantities so as to permit such firms maximum participation.
4. Where possible, establish delivery schedules which will encourage such participation.
5. Use the services and assistance of the Small Business Administration, Idaho Transportation Department's Disadvantage Business Enterprise Program, and other sources when appropriate. (24 CFR Part 85.36(e)(vi))

HUD Section 3
The contractor will need to comply with 24 CFR Part 75 – Economic Opportunity for Lower Income Persons. Section 3 requires that to the greatest extent feasible the contractor will make available employment opportunities to Section 3 Workers (lower income persons) and subcontracting opportunities to Section 3 Businesses located in the project area. The contractor will need to complete the Steps to Comply with Section 3 form prior to issuance of the notice to proceed and the contractor will need to complete the Section 3 Summary Report at project completion. All subcontractors will also be required to comply with the Section 3 requirements for providing job opportunities and subcontracting.

Bonding
All bids in excess of $150,000 shall be accompanied by a guarantee equal to at least five percent (5%) of the bid amount. This guarantee may be in the form of a bond, certified check or other negotiable instrument. Bid bonds will be accompanied by power of attorney bearing the same date as the bond.

If this contract is for an amount in excess of $150,000, the contractor shall furnish a performance bond in an amount not less than one hundred percent (100%) of the contract price as security for the faithful performance of this contract. The contractor shall also furnish a payment bond in an amount not less than one hundred percent (100%) of the contract price as security for the payment of all persons performing labor under this contract and furnishing materials in connection with this contract. Idaho Code shall govern if this contract is $150,000 or less.

Public Works Licensing of Contractors
Prior to the award of the contract, bidders shall possess or obtain a license issued in the state of Idaho by the Idaho Public Works Contractors License Board in the class and type specified for the value and scope of work to be done in accordance with the provision of Title 54, Chapter 19, Idaho Code, as amended. Subcontractors undertaking to perform any work covered by the contract must also possess or obtain a license prior to award of the contract. Any construction project with an estimated cost of less than one hundred thousand dollars ($100,000) is exempt from the licensing requirement.

Standard Environmental Mitigation Measures

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
5. If during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

Clean Air and Water Act
For all contracts and subcontracts exceeding $100,000, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1368 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended.

1. Any building, facility or site listed on the EPA List of Violating Facilities as of this contract may not be used in the performance of this contract.
2. The contractor will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Sections 114 and 308 of the respective Acts, and all regulations and guidelines issued thereunder.
3. Prior to signing this contract, the contractor shall notify the grantee of any communication from EPA indicating that a facility to be used in the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities.
4. The contractor shall include or cause to be included these four (4) provisions in every subcontract in excess of $100,000 and take such action as the government may direct as a means of enforcing such provisions.

Insurance During Construction

The contractor shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the following types of insurance Further, the contractor warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

1. Workers' Compensation Insurance and Employer's Liability Insurance:

(1) State:	Statutory Limits
(2) Employer's Liability:	$100,000 per accident
	$500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:

   (1) $1,000,000 Each Occurrence
   (2) $1,000,000 Personal Injury
   (3) $2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
   (4) $2,000,000 General Aggregate

3. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: $1,000,000 Combined Single Limit

Property or Builder's Risk Insurance
If required by the owner, the contractor shall have in effect Property or Builder's Risk Insurance**.** The Property or Builder's Risk Insurance shall include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

Certification of Nonsegregated Facilities
For contracts in excess of $10,000, the contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained.

The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. She/he further agrees that (except where she/he has obtained identical certifications from proposed subcontractors for specific time periods) she/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that she/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods). *Parking lots, drinking fountains, recreation or entertainment areas.

Sign Requirements

The contractor shall supply, erect and maintain a project sign. The sign shall be located prominently at the project site as directed by the project owner. The sign shall be maintained in good condition and removed six (6) months after the project is completed. The sign shall be identical to the one included in this bidding document in overall appearance and proportion. It is to be on 4'x8' or 3'x6' plywood or equivalent material. The sign should be secured into the ground or on a vertical surface.

Contract Pricing
The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. This clause overrides all references to the cost-plus method of pricing.

Data, Patent, and Copyright
The contractor shall hold and save the owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the contract documents.

Access to Records
The grantee, the federal grantor agency, the Comptroller General of the United States, the Idaho Department of Commerce, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for three (3) years after grantee makes final payments and all other pending matters are closed. (24 CFR Part 85.36(i)(10))

Architectural Barrier Act
Any building designed, constructed or altered must be made accessible to persons with disabilities. Exceptions include (1) alterations where access cannot be provided, i.e. roofs, heating systems, water and sewer systems; (2) alterations are not structurally feasible; or (3) where Uniform Federal Accessibility Standards (UFAS) or Americans With Disabilities Act (ADA) requirements cannot be met according to undue hardship criteria. (42 USC 4151 et seq., 24 CFR Part 40 (UFAS), 24 CFR Part 8)

Lead Based Paint
For all residential new construction or rehabilitation, use of lead based paint on any interior surface, whether accessible or inaccessible, and exterior surfaces readily accessible to children under seven (7) years of age is prohibited. *The surfaces of all existing structures must be inspected.* If lead based paint is found on any interior surfaces or accessible surfaces, it must be treated and repainted with two (2) coats of nonlead paint; or completely removed; or covered with a suitable material such as gypsum wallboard, plywood or plaster. (42 USC 4801 et seq., 24 CFR Part 35)

Davis-Bacon and Related Acts
See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Copeland "Anti-Kickback" Act
See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Contract Work Hours and Safety Standards Act, Sections 103 and 107
See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Executive Order 11246: Equal Employment Opportunity
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to

their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: *employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.* The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8 The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided, That* if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for

the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Idaho Certifications

1. Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Grant exceed one hundred thousand dollars ($100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Grant engage in, a boycott of goods or services from Israel or territories under its control.

2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Grant be owned or operated by the government of China.

Steps to Comply with Section 3

***This form must be completed by the awarded prime contractor and all of his/her subcontractors prior to issuing the notice to proceed.**

From: _____ **For**: _____
Name of Contractor Name of Project

What is Section 3?
Under Section 3 of the Housing and Urban Development Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being awarded has Idaho Community Development Block Grant funding which is subject to HUD requirements. ***Covered prime contractors and subcontractors are required to show a good faith effort to:**

A. Provide employment and training opportunities for ***Section 3 Workers***.
B. Provide opportunities for ***Section 3 Businesses*** for construction contracts.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than $34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

Part I. Affirmative Action Plan for hiring and training Section 3 Workers:

A. The total number of new hires I need for this project is _____.

B. Activities planned to meet Section 3 hiring objectives (check those applicable):
( ) Recruit through local advertising and social media.
( ) Recruit by contacting the local housing authority.
( ) Utilize the recruiting services provided by the Idaho Department of Labor.
( ) Utilize the services of local apprenticeship or training programs.

C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Workers is _____.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

A. Activities planned to recruit Section 3 Businesses:
( ) Recruit via Section 3 Business Registry – www.hud.gov/sec3biz "Search for a Business."
( ) Recruit by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center, the ITD Disadvantage Business Enterprise (DBE) program, and area TERO programs.

B. I will award _____contracts in connection with these project activities.
1) Of any of the subcontractors to be awarded are you aware if any are section 3 businesses? Yes ____ No ____
2) The total estimated dollar value of contracts awarded to Section 3 Businesses is $_____.

I certify to the greatest extent possible I will hire and train Section 3 Workers and will obtain subcontracts from Section 3 Businesses.

_____ _____
Signature (Prime Contractor or Subcontractor) Date

a

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. **Fringe benefits not expressed as an hourly rate**
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. **Unfunded plans**
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**

   i. **Withholding requirements**

   The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

   ii. **Priority to withheld funds**

   The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

   A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   B. A contracting agency for its reprocurement costs;
   C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   D. A contractor's assignee(s);
   E. A contractor's successor(s); or
   F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. **Records and certified payrolls**

   i. **Basic record requirements**

   A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

   B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

   C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

   i. **Apprentices**

      A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

      B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

      C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

      D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

   ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility**.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

(INSERT DAVIS BACON WAGE DECISION HERE)

"General Decision Number: ID20250105 06/06/2025

Superseded General Decision Number: ID20240105

State: Idaho

Construction Type: Building

Counties: Bannock and Franklin Counties in Idaho.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).
Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025

3 03/07/2025
4 06/06/2025

BRIC0001-001 06/01/2022

	Rates	Fringes
BRICKLAYER	$ 35.53	19.85

CARP0808-003 06/01/2024

	Rates	Fringes
CARPENTER	$ 34.08	17.91

ELEC0449-002 12/01/2024

	Rates	Fringes
ELECTRICIAN	$ 37.47	18.01

ENGI0302-012 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift	$ 36.33	15.40
Loader	$ 36.33	15.40

IRON0732-004 06/01/2024

	Rates	Fringes
IRONWORKER	$ 33.37	22.98

* LABO0155-012 06/01/2025

	Rates	Fringes
LABORER		
Grade Checker	$ 33.98	13.80
Mason Tender - Cement/Concrete	$ 33.93	13.80

LABO0155-013 01/01/2025

	Rates	Fringes
LABORER (Common or General)	$ 33.63	16.50

ROOF0200-003 06/01/2023

	Rates	Fringes
ROOFER	$ 26.45	19.00

SHEE0103-006 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 35.50	22.52

SHEE0103-014 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation)	$ 35.50	22.52

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* UAVG-ID-0002 01/03/2025

	Rates	Fringes
OPERATOR: Crane	$ 31.81	18.12

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* SUID2021-006 04/27/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 22.21	3.80
OPERATOR: Backhoe/Excavator/Trackhoe	$ 28.92	10.39
PAINTER	$ 17.11 **	1.25
TRUCK DRIVER: Dump Truck	$ 25.06	8.81

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

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Example

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Concerning Federal Labor Standards (Davis Bacon)

Local Government Name:
_____

CDBG Number and Project
Name:_____

The undersigned prime contractor, having executed a contract with _____
(Local Government)

in the amount$_____ for the construction of the above-identified project, certifies that:

1. He/she will comply with the Federal Labor Standards Provisions (e.g. Davis-Bacon Act, Copeland Act, Contract Work Hours and Safety Standards Act) and Prevailing Wage Decision(s) are included in the project's contract documents.

2. All laborers and mechanics employed on the project will be paid according to the appropriate Prevailing Wage Decision #_____,
MOD#_____.

3. Corrections of any infractions of the Federal Labor Standards Provisions, including infractions by any subcontractors and any lower tier subcontractors, is this contractor's responsibility.

4. Neither this contractor, any subcontractor, nor any affiliates, have been declared ineligible to participate in federally funded construction projects.

5. Contractor agrees to obtain and forward all Subcontractors' Certification concerning Federal Labor Standards Provisions and Prevailing Wage requirements to the Local Government or Local Government's representative within ten (10) days after execution of any subcontract.

_____ _____
Prime Contractor Tax ID Number

_____
Address

_____ _____
City, State ZIP DUNS Number

_____
Prime Contractor Signature

_____
Date

S bcont acto ' Ce ti ication
Concerning Federal Labor Standards (Davis Bacon)

Local Government Name:

_____

CDBG Number and Project
Name:_____

The undersigned subcontractor, having executed a contract with _____for
(Prime Contractor)

_____
(Nature of Work)

in the amount$_____ for the above-identified project, certifies that:

1. He/she will comply with the Federal Labor Standards provisions (e.g. Davis-Bacon Act, Copeland Act, Contract Work Hours and Safety Standards Act) and Prevailing Wage Decision(s) as per the project's contract documents.

2. All laborers and mechanics employed on the project will be paid according to the appropriate Prevailing Wage Decision #_____,
MOD#_____.

3. Corrections of any infractions of the Federal Labor Standards Provisions, including infractions by any lower tier subcontractors, is this subcontractor's responsibility.

4. Neither this subcontractor, nor any affiliates, have been declared ineligible to participate in federally funded construction projects.

5. This subcontractor agrees to forward a Subcontractor's Certification concerning Federal Labor Standards provisions and Prevailing Wage requirements to the Prime Contractor within ten (10) days after execution of any subcontract.

_____ _____
Subcontractor Tax ID Number

_____
Address

_____ _____
City, State ZIP DUNS Number

_____
Subcontractor Signature

_____
Date

Steps to Comply with Section 3

***This form must be completed by the subcontractor.**

From: _____ **For**: _____
Name of Subcontractor Name of Project

What is Section 3?
Under Section 3 of the Housing and Urban Development Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being awarded has Idaho Community Development Block Grant funding which is subject to HUD requirements. ***Covered prime contractors and subcontractors are required to show a good faith effort to:**

A. Provide employment and training opportunities for ***Section 3 Workers***.
B Provide opportunities for ***Section 3 Businesses*** for supplies, services, and construction contracts.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than $34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

Part I. Affirmative Action Plan for hiring and training Section 3 Workers:
A. The total number of new hires I need for this project is _____.
B. Activities planned to meet Section 3 hiring objectives (check those applicable):
( ) Recruit through local advertising and social media.
( ) Recruit by contacting the local housing authority.
( ) Utilize the recruiting services provided by the Idaho Department of Labor.
( ) Utilize the services of local apprenticeship or training programs.
C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Workers is _____.

Part II. Affirmative Action Plan for contracting (sub-subcontracts) with Section 3 Businesses:
A. Activities planned to recruit Section 3 Businesses:
( ) Recruit via Section 3 Business Registry – www.hud.gov/sec3biz "Search for a Business."
( ) Recruit by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center, the ITD Disadvantage Business Enterprise (DBE) program, and area TERO programs.
B. I will award _____contracts in connection with these project activities.
3) Of any of the sub-subcontractors to be awarded are you aware if any are section 3 businesses? Yes ____ No ____
4) The total estimated dollar value of contracts awarded to Section 3 Businesses is $_____.

I certify to the greatest extent possible I will hire and train Section 3 Workers and will obtain construction subcontracts from Section 3 Businesses.

_____ _____
Signature (Subcontractor) Date

Preconstruction Conference Checklist	
1. PROJECT NAME AND NUMBER	**2. LOCATION OF PROJECT** (City, County)
3. BRIEF DESCRIPTION OF PROJECT	**4. CHARACTER OF CONSTRUCTION** ☐ **Building** ☐ **Residential** ☐ **Heavy** ☐ **Other (specify)** ☐ **Highway**
5. WAGE DECISION NO. (include modification number, if any)	**6. CONTRACT AMOUNT:** **$**
7. PRIME CONTRACTOR	**8. DATE & PLACE OF CONFERENCE**
9. GRANT ADMINISTRATOR	**10. ENGINEER/ARCHITECT**
11. ATTENDEE LIST ☐ **Attached**	

☐ **Re po n ibiliti e o Con ltin n inee A c it ect o e not " p e i e " t e cont acto ' employees, equipment or operation.)**
Assure owner obtains desired facility. Certifies payment estimates. Prepares any change orders. Requests any other funding as soon as allowed. General review of the work by a registered professional engineer/architect. Supervises resident inspector. Issues Statements of Substantial Completion. Provide as-built drawings. Approves shop drawings.

☐ **Responsibilities of Grantee/Governing Body: (Actual contracting Organization)**
Monitors consultant, inspectors & contractor's activities and provides funding agencies with a narrative explaining (1) any schedule slippage; (2) quantity overruns (analysis & explanation); (3) any significant problems, delays, or adverse conditions and the action taken or contemplated to resolve immediately; (4) any favorable developments. Approves change orders and payment estimates. Member of final inspection team. Works through engineer/architect.

☐ **Responsibilities of CDBG Grant Administrator (Must see that approval conditions are ob e ed and ep e e nt t e ant ee' i nte e t .** Works to ensure the project is in compliance with CDBG rules and regulations. Rules and regulation include, but are not limited, to project eligibility, acquisition, environmental, procurement, labor standards, citizen participation, and civil rights.

☐ **Responsibilities of Contractor: (Review contract terms.)**
Furnished all materials, labor, equipment necessary to construct per plans & specifications. Notifies engineer/architect of any discrepancies. Completes job on schedule.

☐ **Responsibilities of Any Other Agency Contributing to the Project:**

☐ **General Discussions of Contract:**

A. Alternative Specifications: (Does everyone understand the alternatives applicable to the contract as awarded)?

B. Initiating Construction: (Notice to Proceed): _____

C. Completion Time of Contract: _____days to substantial completion and _____ days to final completion

D. Liquidated Damages: $_____ per day for delay of substantial completion and $_____ per day for delay of time between substantial completion and project completion.

E. Request of Extension of Contract Time: Must be made with a change order in writing to consultant or owner promptly.

F. Procedures for Making Partial Payments: Partial payment estimates prepared on the _____day of each month. Use form (USDA-RD) RD 1924-18, or EJCDC 1910-8-E, or AIA G702 & G703, or a similar form. The form should include, at a minimum, signature blocks and certification statements for the contractor, owner, and design professional to certify completion of work to date. **Note: CDBG payments can take up to 30 days.**

G. Guarantee on Completed Works: (Materials, Installed Equipment, Workmanship, Etc.): One year after substantial completion. Performance Bond is in effect one year after final acceptance.

H. Other Requirements of the Contract and Specifications which Deserve Special Discussion by All Parties: See attached engineer's/architect's preconstruction conference checklist. Environmental/Cultural issues; mitigation measures.

I. Multiple Funding Agencies: Determine schedule of draws from each agency and discuss the timeline and timeliness of availability of funds.

☐ **Contractors Schedule and Other Personnel:**

Manager/Supervisor: _____ **Cell Phone:** _____
Other: _____ **Cell Phone:** _____

A. Analyze Work Schedule in Sufficient Detail to Enable Consulting Engineer/Architect to Plan His Operations: (Considerations must be given to needs of Owner and the planned operations of other contractors.)

Contractor will provide work schedule to Engineer/Architect as soon as possible. Schedule showing monthly quantity completion for major items must be furnished before first payment estimates. Send copy to IDC.

B. Equipment to be used by Contractor:

C. Contractor's Plans to Delivering Materials to Project Site: (Protection and storage of Materials.) as per contract documents.

☐ **Sub-Contracts: (Review and approval of proposed Sub-Contractors and their work schedules.)**

☐ **Status of Materials Furnished by Owner:**

A. Schedule for Future Deliveries:

B. Procedures to be adopted by contractor in accounting for and storing such materials:

C. Other: Storage Location

☐ **Change Orders:** (Detailed explanation of procedure to be followed and clearance. Which must be obtained before changes are implemented). Required before additional work accomplished including quantity overruns. Estimate overruns, final cleanup change order. Use unit prices bid or

if not applicable, negotiated unit or lump sum prices. Contractor warned may not be paid for changes if not covered by fully approved change order. Call for verbal approval if holding up work. Determine form to be used.

☐ **Staking of Work: (Clearly Define responsibilities of Architect/Engineer and Contractor. Engineer/Architect must furnish Line and Grade.)**
Engineer/Architect to furnish baseline and bench marks per contract

☐ **Project Inspection:**

A. Functions of Consulting Architect/Engineer. Including Records and Reports: All inspection must be recorded. Copy of page entries made available to CDBG Grant Administrator or IDC Representative, if requested.

B. Responsibilities of Owner: Monitor, pre-final, final inspection, 11-month inspection after substantial completion.

C. Safety and Sanitary Regulations: OSHA and AGC's Manual.

☐ **Final Acceptance of Work: Final Acceptance of Work: (Include requirements for tests and cleanup of project site.)**
When everything is 100% complete.

☐ **Right-of-Way and Easements:**

A. Explain any Portion of Project Not Available to Contractor:

B. Contractors Responsibilities During Work Covered by Contract:
Protect adjacent property.

C. Coordination with Railroads, Highway Departments and Other Organizations:

☐ **Davis-Bacon and Related Acts (DBRA)** requires the payment of prevailing wage rates to all laborers and mechanics working on the construction site. The prevailing wages for this project are listed in the contract documents. Prevailing wages include a basic hourly rate of pay and in most cases a fringe benefit payment.

The Copeland Act makes it a crime for anyone to require any laborer or mechanic to kickback any part of their wages. Consequently, the only deductions that can be taken out of employee's paychecks are those **required by law** or those **authorized** by the employee **in writing**. **The Copeland Act also requires that every contractor pay their employees weekly and submit weekly certified payroll reports (CPRs).**

The Contract Work Hours and Safety Standards Act (CWHSSA) requires time and one-half pay for hours worked over 40 in any workweek. The time and one-half is computed on the basic hourly wage and then the fringe amount is added to it. CWHSSA violations carry a liquidated damages penalty of ten dollars per day per violation. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

☐ **Additional Classifications**
If the work classification(s) needed do not appear on the wage decision, a request for an additional classification and wage rate will be needed. The grant administrator can assist you in this process. These additional classifications and rates must be approved by the USDOL.

☐ **Post on Job Site**
The contractor is required to display in a **conspicuous place** the following:
The **Wage Decision** for this project.

All Additional Classifications for this project.
The Secretary of Labor's **Wage and Hour poster** (See page 57)
Equal Employment Opportunity Poster

☐ **Payrolls**

A. Original payrolls must be submitted **weekly** by all contractors and subcontractors.

B. Contractors are not required to use Payroll Form WH-347; but the payroll used must contain all of the information that is required on the WH-347 and the Statement of Compliance must be the exact wording as on the reverse of WH-347.

C. Payroll deductions must be made according to USDOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" any of their earnings.

D. If fringe benefits are paid to a plan instead of in cash, the hourly contribution must be determined. Documentation of the plan and the amount paid into the plan per employee must be submitted with the first payroll.

E. If payrolls are not numbered sequentially by the respective contractor or subcontractor, then submit a letter or the "No Work" form to the contract administrator for the period that work is not performed so that a continuous record is maintained. A form may be submitted for extended periods of inactivity on the job.

F. General and all subs submit Signature Authorization Form stating who is designated to sign payrolls if someone other than the owner signs them (see page 59).

G. Payrolls must be submitted to the Prime Contractor, within seven (7) days after the payroll period ends.

H. Prime Contractor must submit payrolls to the Grant Administrator.

☐ **Contractor/Subcontractor Certifications Concerning Labor Standards** (See pages 43-46).
Contractor/subcontractor certifications are to be submitted within ten (10) days of signing the contract.

Prime contractors are responsible for the payment of employees of subcontractors and lower tier subcontractors in compliance with Labor Standards Provisions.

☐ **Split Classification**
If employees perform work in more than one classification during the workweek, the wage rates specified for each classification can be paid **only** if accurate time records are maintained showing the amount of time spent in each classification of work. If there is a dispute, the contractor will be asked to provide the employee time records. If accurate time records are not maintained, the employees must be paid the highest wage rate of all the classifications for work performed.

☐ **Proper Designation of Trade**
The classification of each employee must be selected from the wage decision or an approved Additional Classification based on the actual type of work performed. Each worker must be paid no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters, even if they aren't considered by the contractor to be fully trained as a Carpenter. **The only people who can be paid less than the rate for their craft are apprentices registered with the USDOL.**

☐ **Foremen**
Foremen or supervisors that regularly spend more than 20% of their time performing construction work are covered laborers and mechanics (workers, employees) for labor standards purposes and must be paid the designated wage for the classification in which they work.

☐ **Relatives**
Relatives are not exempt from Davis-Bacon requirements and must be paid the prevailing wage rate for the classification of work performed.

☐ **Apprenticeship Provisions**
Idaho **does not** have an approved (by the USDOL) apprenticeship or trainee program, so **all apprentices must be registered with the USDOL, Bureau of Apprenticeship and Training,** to be paid less than the Davis-Bacon rate for the work they perform.

1. Documentation of Apprentice registration must be submitted with the first payroll on which he appears. If the papers are not submitted, the employee must be paid the mechanic rate for the classification of work being performed. The apprentice must be registered prior to going to work on the job.
2. The Journeyman - Apprentice ratio must be observed. If more apprentices per journeyman are used than permitted, the extras must be paid at the journeyman's rate.

The Idaho Department of Labor's Apprenticeship Idaho program can help contractors register workers in an approved USDOL registered program. Apprenticeship Idaho acts as a liaison between Idaho contractors and the USDOL-Office of Apprenticeship. They will help contractors develop their Registered Apprenticeship Program (RAP), write standards, and get them registered.
Contact the Apprenticeship Idaho team at: apprenticeship@labor.idaho.gov

☐ **Wage Interviews**
Every contractor must make their employees available for interviews at the job site with the grant administrator or other agency representative.

☐ **Working Subcontractors**
In the event the general contractor or the subcontractor hires a self-employed proprietor (someone who has no employees so will perform all the work himself/herself), the Davis-Bacon rate must be paid.

The following procedure must be followed:
1. Report the self-employed proprietor on the certified payroll of whoever hired them.
2. "Owner-operators" of trucks who are independent contractors and working on site, must be reported on weekly payrolls. The payrolls do not need to show the hours worked or rates, only the notation Owner-operator."

☐ **Truck Drivers**
Truck drivers employed by a construction contractor or construction subcontractor are not covered by Davis-Bacon prevailing wage requirements while engaged in transporting materials or supplies to or from **(BUT NOT DIRECTLY ON)** the site of the work. **These truck drivers must be paid Davis- aco n ate o t ei ti e pent w ile e p lo ed " di ectl p on t e ite o t e wo k."** They would also be covered while hauling between the project site and any special facilities established exclusively for the project (i.e., "dedicated facilities" under 29 CFR 5.2(1)(2)).

☐ **Violations** can result in:
Withholding of funds, termination of the contract or contractor debarment.

☐ **Equal Employment Opportunity**

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: *employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.* The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. For full explanation see Executive Order 11246.

☐ **Section 3**

1. What is Section 3?

   Whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low to moderate income residents and businesses in the area. This project being awarded has Idaho Community Development Block Grant funding which is subject to HUD's Section 3 requirements. Covered prime contractors and subcontractors are required to show a good faith effort to:

   Provide employment and training opportunities for ***Section 3 Workers***.
   Definition of a Section 3 Workers: A low to moderate income person residing in the County in which the ICDBG funds are expended. A low to moderate income person typically has an annual income of less than $34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

   Provide opportunities for ***Section 3 Businesses*** for Individuals construction contracts.
   Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Residents or see Section 3 Business Registry for Idaho: www.hud.gov/section3biz

2. Covered contractors must keep records documenting good faith efforts taken and results of these efforts.

3. Contractors are required to complete a Steps to Comply with Section 3 and a Section 3 Summary Report. The Section 3 Summary Report must be submitted to the Idaho Department of Commerce prior to substantial completion.

☐ **Placement of Project Signs & Posters:**

EEO Poster in office where hiring and on-job trailer. Provide contractor with information for project sign. Location of sign.

☐ **Handling Disputes:** First try informally in conference with all parties.

_____	_____
Contractor Signature	Date
_____	_____
Owner/Grantee Signature	Date
_____	_____
Grant Administrator	Date
_____	_____
Design Professional	Date

Send copy to Department of Commerce. Attach signup sheet of subcontractors and other attendees

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT
FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD
U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON
PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES	No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.
SOBRETIEMPO	Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.
CUMPLIMIENTO	Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.
APRENDICES	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.
PAGO APROPIADO	Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.

Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 SPA (Revised April 2009)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE	HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 8/31/2022)

1. FROM (*name and address of requesting agency*)	2. PROJECT NAME AND NUMBER 3. LOCATION OF PROJECT (City, County and State)
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☐ Highway
6. WAGE DECISION NO. (include modification number, if any) DATE of WAGE DECISION: ☐ COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	9a. ☐ Agree ☐ Disagree	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
9b. SIGNATURE / DATE		

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria. DOL decision requested.**

	FOR HUD USE ONLY LR2000:
Agency Representative *(Typed name and signature)* *Date* *Phone Number*	**Log in:** **Log out:**

HUD-4230A (8-19) PREVIOUS EDITION IS OBSOLETE

Instructions for filling out the Additional Classification and Wage Rate Form 4230A

Submit a written, signed request to Commerce naming the work classifications and the wage rates, including any fringe benefits that are proposed.

Grant Administrator: Complete items 2 through 10 and all "check all that apply" fields. Submit a copy of this form to Commerce with a complete copy of the applicable Davis-Bacon wage decision.

1. Enter the name and address of the submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, new construction: 3-4 story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of the form:

Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in the "Check All That Apply" section to ensure that each factor is considered and met. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

Submit the completed form to Commerce with a copy of the applicable Davis-Bacon wage decision.

Commerce: If the request meets all criteria, Commerce will check the appropriate box, sign and date the form, enter agency contact information and submit a copy of the completed form to the DOL for approval.

Payroll Signature Authorization Form
Certificate from Contractor Appointing Officer
or Employee to Supervise Payment of Employees
(HUD -5282)

Grant Recipient _____ CDBG No. _____

Project Name _____ Date _____

Location _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for _____ *(Specify "General Construction," i.e., plumbing, electrical, etc.)* in connection with construction of the above mentioned CDBG[1] Project, and (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning *(Date: mm/dd/yyyy)*_____; That he/she is in a position to have knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute that he is to execute with (my) (our) full authority and approval until such times as (I) (we) submit to the *(Grant Recipient)*____ a new certificate appointing some other person for the purposes hereinabove stated.

_____ _____
(Identifying Signature of Appointee) *(Name of Firm or Corporation)*

_____ By: _____
(Signature) *(Signature)*

_____ _____
(Title) *(*Title*)*

_____ _____
(Date) *(*Date*)*

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

[1]Idaho Community Development Block Grant Program

Payroll Overview

Project Name: _____

Contractor/Subcontractor: _____

Wage Decision No. and Modification(s): _____

Name of Payroll Clerk _____

Contact Information for Payroll Clerk _____

List below the job classification, basic hourly rate, and fringe benefit rate for each job classification of employees you will utilize during the entire project. You must use the job classification from the approved wage decision listed above. If the approved wage decision does not include a job classification needed for the project, an additional job classification must be obtained. Contact the Grant Administrator for assistance.

JOB CLASS	BASIC HOURLY RATE*	FRINGE BENEFIT RATE	OVERTIME RATE
“ owe q ip ent Ope ato – ll doze ”			

*The basic hourly rate includes the zone rate where applicable

Check the applicable box:
1. ☐ All Fringe benefits are paid in cash for all employees.
2. ☐ All Fringe benefits are paid to a plan for all employees
3. ☐ Fringe benefits are paid part in cash and part to a plan for all employees

If Fringe benefits are paid in whole or part to a plan, attach a copy of the:

- Letter from U.S. Department of Labor declaring plan acceptable (if available) **or**;
- Letter from the Idaho Department of Commerce **–** CDBG Program declaring plan acceptable (if available), include documentation of payment within last quarter and documentation of renewal of plan if plan expired since date of letter **or**;
- Plan(s) and documentation(s) of payment for all funded plans, including but not limited to the Health Insurance Plan, Retirement Plan, Liability Insurance, and Disability Insurance.

U.S. DEPARTMENT OF LABOR

PAYROLL

Wage and Hour Division

(For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

OMB No.: 1215-0149
OMB No. 1235-0008
Expires: 04/30/2018

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐		ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME, AND EMPLOYEE NUMBER	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
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			S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits. **Public Burden Statement** We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of

information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____ _____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or subcontractor)

_____; that during the payroll period commencing on the
(Building or work)

_____ day of _____, 20_____, and ending the _____ day of _____, 20_____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. §3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Instructions for Payroll Form WH-347
For CDBG Funded Projects

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3,5.5(a). The Copeland Act (40 U.S.C § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5 (a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs, or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all the monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page two of payroll) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory

Project or Contract No.: Self-explanatory

Column 1 – Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 – No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer of Agency representative. An individual may be shown as having worked in more than one classification provided an

accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours Worked: List the day and date and second straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act, enter hours worked in excess of 40 hours a week as "overtime."

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay: In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "12.50/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours and Safety Standards Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 – Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first enter amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under the fifth "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals – Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS – Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate

paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: if not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate must not be less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 of the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4 (c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

HOW TO COMPLETE PAYROLL FORMS
(Front Section)

For Subcontractors only:
Enter IRS number on first payroll.
Check correct box.

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
Expires 04/30/2018

IRS# 24169475

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐		ADDRESS	
ABC Construction		1234 Main Street, Nampa, Idaho	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
12 Final	July 9, 2018	City of Reubens	CDBG-18-II-20-PF

Payrolls must be numbers sequentially. Write the work "Final" after the number on you last payroll.

Enter days of week work was performed.

RATE OF PAY (Column 6)

- Straight Time: Include fringe amount ONLY IF YOU PAY ALL OR PART IN CASH. (See back of payroll if you pay fringe amount to plan, fund or program.
- Overtime: is calculated at (1 ½ x base) + fringe. Include fringe amount in this column ONLY IF YOU PAY ALL OR PART IN CASH. (See back of payroll if fringe amount paid to plan, etc.)

Specify

- Type of deduction
- Total deduction withheld

(1) NAME AND IDENTIFICATION NUMBER OF EMPLOYEE	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY S 10	M 11	T 12	W 13	T 14	F 15	S 16	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	State Tax	Medi cal	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Carson Wentz #1256	1	Electrician	O						10		10	15.00	555.00	42.00	36.24	4.50	2.60	1.31	86.67	464.33
			S		10	10	10	10			40	10.00								

Identification # required:

- The first time the workers name appears on the payroll.

Fill in the classification EXACTLY as it appears on the determination.

If classification is for a power equipment operator, indicate type, size, horsepower

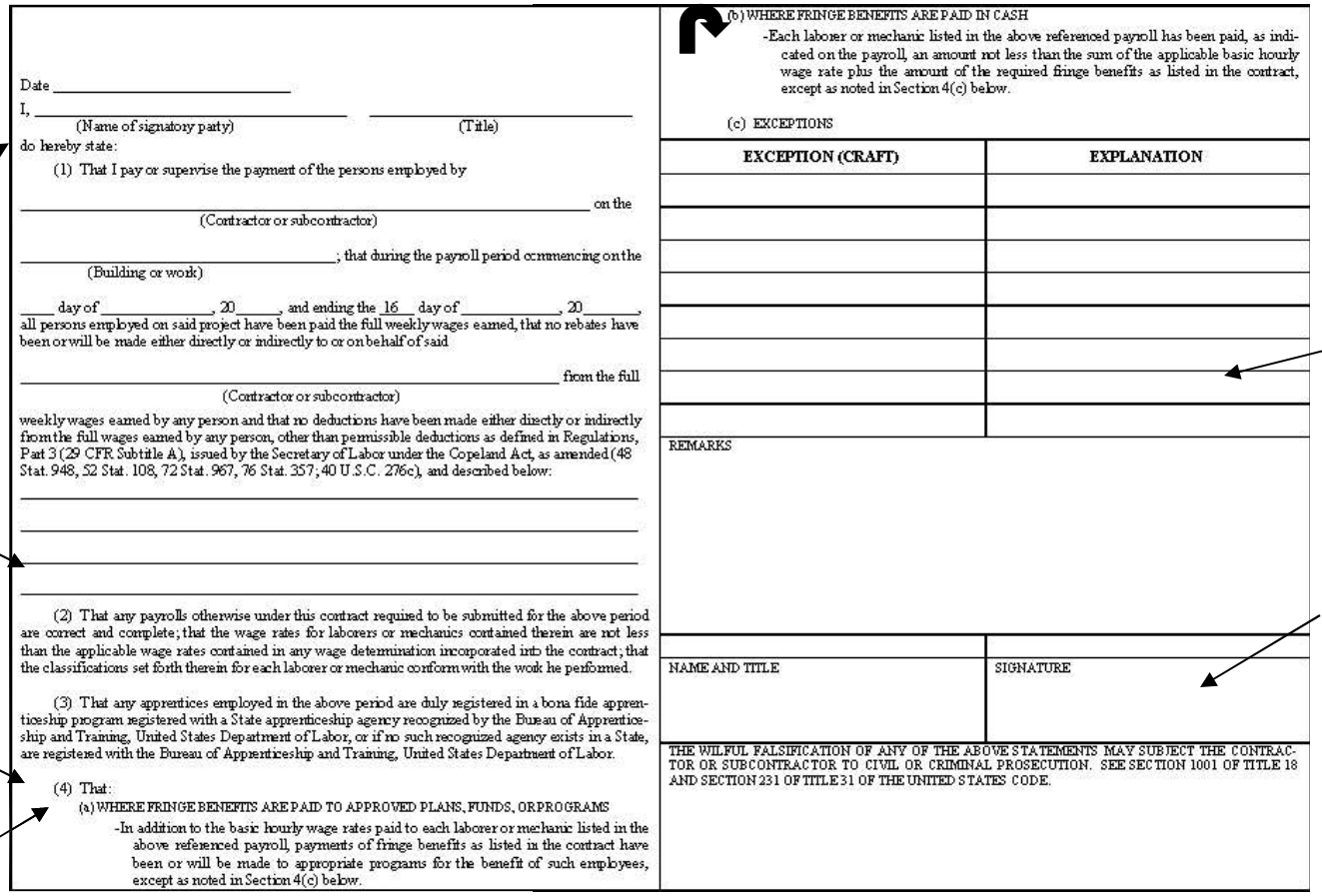
OVERTIME

- Hours on this project contracted exceeding 40 per week.

STRAIGHT TIME

- Hours worked on this contract up to 40/wk

Enter gross, each deduction and net. Check your figures. Subtract the total amounts withheld from the total gross. The result should equal the total in Column 9.



Date _____

I, _____ _____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or subcontractor)

_____; that during the payroll period commencing on the
(Building or work)

____ day of _____, 20_____, and ending the 16 day of _____, 20_____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 52 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Section must be fully completed.

List **"Other"** deductions subtracted from wages

Write in names of trades

List exceptions to (a) or (b) by Craft or employees affected. See Payroll Instructions, "Use of Section 4(c) Exceptions," for additional information.

Must be signed by owner or employee authorized by owner to sign.

Include type of benefit payment:

(a) Required fringe amount paid to approved plans, funds or programs (be sure to include payment for overtime worked). Include with first payroll a copy of the plan, fund or program and documentation that the required amounts were paid into plan, etc.

OR

(b) Required fringe amount paid in cash (above right)

NOTE: If fringe amount is paid in part to approved plan, fund or program and part in cash, see Payroll Instructions, "Use of (4)(c) Exceptions.

HOW TO REPORT: *** Apprentice Wages**
*** Overtime involving contract work hours and safety standards act when employee works on multiple federal projects.**

U.S. DEPARTMENT OF LABOR

Wage and Hour Division

PAYROLL

OMB No.: 1215-0008
Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐	ADDRESS
ABC Construction	1234 Main Street, Nampa, Idaho
PAYROLL NO.	**FOR WEEK ENDING**
11	July 9, 2018
PROJECT AND LOCATION	**PROJECT OR CONTRACT NO.**
City of Reubens	ICDBG-18-II-20-PF

(1) NAME AND IDENTIFICATION NUMBER OF EMPLOYEE	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE S 3	M 4	T 5	W 6	T 7	F 8	S 9	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Allen Robinson	1	Apprentice Carpenter 1st 6 mo. 40%	O										107.04	7.69	12.60	2.62	1.31	1.26	25.47	117.32
			S		4			8	8		20	5.35								
			O																	
			S																	
Mitchell Trubisky	2	Carpenter	O						8	8		20.07	160.56	34.00	75.00	9.00	6.47	4.20	125.61	342.23
			S									13.38								
			O																	
			S																	

Allen Robinson

- Shows apprentice classification
- Shows step percentage
- Attach copy of registration in approved DOL program with first payroll.

Mitchell Trubisky

- Although Staunton only worked 8 hours on this contract, he is entitled to 8 hours overtime. That is because Staunton worked 40 hours on other federally funded project this week.

HOW TO REPORT: *** Times and wages if employee works more than one classification during the week.**
*** When an employee moves.**

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐		ADDRESS	
ABC Construction		1234 Main Street, Nampa, Idaho	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
11	July 9, 2018	City of Reubens	ICDBG-18-II-20-PF

(1) NAMEAND IDENTIFICATION NUMBER OF EMPLOYEE	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE S 3	M 4	T 5	W 6	T 7	F 8	S 9	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Matthew Stafford	1	Carpenter	O										242.56	24.43	74.80	8.35	4.18	5.25	117.01	300.59
			S		8	8	4		3		23	8.92								
Matthew Stafford	1	General Laborer	O						1		1	10.20								
			S				4				4	6.80								
Jamaal Charles	2	Carpenter	O										356.80	20.87	54.50	7.14	3.57	3.20	89.28	267.52
			S		8	8	8	8	8		40	8.92								

Matthew Stafford

- Since Stafford worked at more than one classification during the week:
- Use 2 lines, one for each classification
- Gross amount earned can be totaled and entered on one line

HOW TO REPORT: *** Working Subcontractor**
*** Owner Working with Employees.**

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐	ADDRESS
ABC Construction	1234 Main Street, May, Idaho 83415
PAYROLL NO.	**FOR WEEK ENDING**
1 - Initial	July 9, 2018
PROJECT AND LOCATION	**PROJECT OR CONTRACT NO.**
City of Reubens	ICDBG-18-II-20-PF

(1) NAME,AND IDENTIFICATION NUMBER OF EMPLOYEE	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE S 3	M 4	T 5	W 6	T 7	F 8	S 9	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Walter Payton #4567	2	Carpenter	O										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								
Travis Kelce #9876	1	Carpenter	O										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								
Patrick Mahomes II #3456	2	Painter	O											Self Employed Public Works License #05461						
			S																	

- Working Subcontractor
  - Report on payroll of whomever hires him or her

Cam Newton #7890	1	Carpenter	O												Owner					
			S		8	8	8	8	8		40									
Wes Welker #4567	2	Carpenter	O										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								
Russell Wilson #1065	1	Carpenter	O										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								

NO WORK PERFORMED

I hereby certify that no work was performed by the undersigned contractor and/or employees on the construction of:

Project No.: _____

Project Name: _____

During the period dating from _____ 20____

through _____ 20 _____.

By: _____

Title: _____

Date: _____

Contractor: _____

Comments:

_____
_____
_____
_____.

Employee Voluntary Deduction Authorization Form

Date: _____

Project Name: _____

CDBG Project Number: _____

I have chosen to enroll in the payroll deduction programs made available on a voluntary basis. I hereby authorize _____, my employer, to withhold from my compensation for the programs checked below for the corresponding, one time only deduction program or a continuous deduction program. The consent to participate in these programs is not a condition either for the obtaining of or for the continuation of employment.

One time Only	**Continuous**	
☐	☐	Reconciliation of a wage advance – 29 CFR 3.5 § b
☐	☐	Health Insurance plan – 29 CFR 3.5 § d
☐	☐	Retirement Plan (IRA, 401K, or other pension plan) – 29 CFR 3.5 § d
☐	☐	Liability Insurance – 29 CFR 3.5 § d
☐	☐	Disability Insurance – 29 CFR 3.5 § d
☐	☐	Vacation Plan (funded program) – 29 CFR 3.5 § d
☐	☐	Loan Repayment to Credit Unions– 29 CFR 3.5 § f
☐	☐	Union Dues – 29 CFR 3.5 § i
☐	☐	Tool withholding, which is a direct benefit to me – 29 CFR 3.5 § j & k
☐	☐	Other: _____
☐	☐	Other: _____

_____ _____

(Type of Print Name of Employee) (Signature of Employee)

Information to be provided by the employer in absence of signed form:
Attach, if not already provided to the Grant Administrator:

- A copy of the benefits plan for employees **and**;
- Letter from U.S. Department of Labor declaring plan acceptable **or**;
- Letter from the Idaho Department of Commerce declaring the plan acceptable and documentation of most recent renewal of plan if plan expired since date of letter **or**;
- Plan(s) and documentation(s) of payment for all funded plans, including but not limited to the Health Insurance Plan, Retirement Plan, Liability Insurance, and Disability Insurance.

WAGE DETERMINATION UPDATE FORM

Project: _____
CDBG- _____

IDC Project Manager: _____

Date/Time: _____

Bid Opening Scheduled For (Date/Time): _____

Projected Contract Award Date: _____
Is Contract Award Date within 90 days of Bid Opening? (If No, a new Wage Rate Update will be required prior to Award)

Wage Decision Used in Bid Document:

Highway **ID**_____ Modification # _____ Publication Date: _____

Heavy **ID**_____ Modification # _____ Publication Date: _____

Building **ID**_____ Modification # _____ Publication Date: _____

Residential **ID**_____ Modification # _____ Publication Date: _____

Are these rates still current? ☐**Yes** ☐**No**

If no, the new Wage Decision that will apply to the project:

Highway **ID**_____ Modification # _____ Publication Date: _____

Heavy **ID**_____ Modification # _____ Publication Date: _____

Building **ID**_____ Modification # _____ Publication Date: _____

Residential **ID**_____ Modification # _____ Publication Date: _____

Comments: _____
_____
_____

Signed: _____
Certified Grant Administrator

CONTRACTOR ELIGIBILITY FORM
(Debarred Check)

Project: _____
CDBG- _____

IDC Project Manager: _____

Project Description: _____

Bid Opening Date/Time: _____

Projected Contract Award Date: _____
(If Contract Award date is more than 90 days after Bid Opening date, a new Wage Rate Update will be required prior to Award)

Wage Rates to be Used in Contract:

Highway **ID**_____ Modification # _____ Publication Date: _____

Heavy **ID**_____ Modification # _____ Publication Date: _____

Building **ID**_____ Modification # _____ Publication Date: _____

Residential **ID**_____ Modification # _____ Publication Date: _____

Name of Company _____

DUNS Number:_____

Company Address: _____

President/CEO: _____

Bid Amount: _____

Date of Clearance: _____

Signed: _____
Specialist
Idaho Department of Commerce

Contractor/Subcontractor Weekly Payroll Review Form

Contractor/Subcontractor Name:_____Project/Grant No._____
Date Reviewed/Reviewed by: _____

		Yes	No	N/A
1.	Did the Contractor attend the pre-construction conference?			
2.	Did the Contractor complete the Contractor/ Subcontractor Certification concerning Labor Standards and Wage Requirements?			
3.	Did the Contractor execute the Payroll Authorization Form?			
4.	Did the Contractor request for an additional classification? If yes:			
	Has the classification been approved by the US DOL?			
5.	Is the Contractor submitting its payrolls on a weekly basis?			
6.	Is the Contractor utilizing the proper payroll form (WH-347) or electronic version of the form?			
7.	Has the following information been provided on the payroll?			
	a. Name and address of Contractor?			
	b. Payroll Number and Week Ending?			
	c. Project and Location			
	d. Employee(s) Name and Identification Number?			
	e. Work Classification			
	f. Hours Worked Each Day?			
	g. Total Hours?			
	h. Rate of pay?			
	i. Gross amount earned?			
	j. Deductions and net wage?			
	Is the Contractor paying overtime if employee worked over 40 hours in the week?			
	Are the overtime hours correctly computed (1.5 times base plus fringe)?			
8.	Has the Contractor's authorized payroll agent completed the "Statement of Compliance"?			
9.	Is the "Statement of Compliance" signed by the authorized agent?			
10.	Is the agent the same individual as identified on the Payroll Authorization Form?			
11.	Are fringe benefits paid to an approved plan or fund?			
	If yes:			
	Do you have documentation that the plan is acceptable?			
	Do you have a copy of the plan on file?			
12.	Are fringe benefits paid in cash?			

		Yes	No	N/A
13.	Is the fringe paid to the plan less than the amount required to be paid in the wage decision?	_____	_____	_____
	If yes, is the difference paid in cash?	_____	_____	_____
14.	Is the Contractor utilizing apprentices? If yes:	_____	_____	_____
	Is the apprentice enrolled in an IDOL approved program?	_____	_____	_____
15.	Is the Contractor utilizing a foreman? If yes:	_____	_____	_____
	Is it a project foreman (does not appear on payrolls)?	_____	_____	_____
	Is it a working foreman (does appear on payrolls)?	_____	_____	_____
16.	Is the Contractor paying in piece work? If yes:	_____	_____	_____
	Are the employees being properly paid?	_____	_____	_____
17.	Is the Contractor using a self-employed Subcontractor? If yes:	_____	_____	_____
	Is the Subcontractor identified on the Contractor's payroll?	_____	_____	_____
18.	Other considerations:			
	Is there a proper ratio of laborers to mechanics?	_____	_____	_____
	Are employees working to few or irregular hours?	_____	_____	_____
	Is there a discrepancy in wage computation?	_____	_____	_____
	Are there extraordinary deductions?	_____	_____	_____

19. Employee interviews been conducted? Number conducted on-site? _____by mail? _____

20. Were a representative number of Subontractors interviewed? _____.

21. Have you compared interviews against the payrolls and remarked under Payroll Examination of the Record of Employee Interview? _____.

22. Were there any wage restitutions required by any Contractors? If yes, refer to Section Seven of this Chapter. _____.

23. Did any Contractor fail to pay their employees proper overtime wage rate? If yes, refer to Section Seven of this Chapter. _____.

Record of Employee Interview

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code
	2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

Payroll Examination

16. Remarks

17a. **Signature of Payroll Examiner**	17b. **Date**

Instructions for completing Record of Employee Interview form HUD-11:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews must be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Items 1a-1c: Self-explanatory

Items 2a-2d: Enter the employee's full name, a telephone number where the employee can be reached and the employees address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a-4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5-7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g. carpenter, electrician, plumber)- response such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8-12b: Self-explanatory

Items 13-15c: These items represent some of the most important that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in the trade(s) that are available.

Items 16-17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Historial de Entrevista del Empleado

Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés. La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. **Información confidencial**. La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativos, técnicos, y físicos apropiados para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar daño sustancial, vergüenza, inconveniencias, o injusticias a cualquier individuo de quien se mantiene la información. **La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial**.

1a. Nombre del proyecto	2a. Nombre del empleado
1b. Número del proyecto	2b. Número de teléfono del empleado (incluso prefijo local)
1c. Contratista o subcontratista (Patrón)	2c. Dirección residencial del empleado y código postal
	2d. ¿Verificación de identificación? Sí ☐ No ☐

3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su ultimo día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios?	4c. ¿Talonario de paga?
				Vacaciones Sí ☐ No ☐ Médicos Sí ☐ No ☐ Pensión Sí ☐ No ☐	Sí ☐ No ☐

5. Clasificación(es) de su trabajo(s) (enumere todas) --- continúe en una página separada si es necesario

6. Sus deberes

7. Herramientas o equipo usado

	S	N		S	N
8. ¿Es aprendiz?	☐	☐	10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?	☐	☐
9. ¿Le pagan todas las horas trabajadas?	☐	☐	11. ¿Alguna vez ha sido amenazado o coercionado a entregar parte de su paga?	☐	☐

12a. Firma del empleado	12b. Fecha

13. Deberes observados por el entrevistador (Por favor sea específico.)

14. Comentarios

15a. Nombre del entrevistador (use letra de imprenta)	15b. Firma del entrevistador	15c. Fecha de la entrevista

Examinación de Nómina

16. Comentarios

Instructions for completing Record of Employee Interview form HUD-11:

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Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

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Items 3a-4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5-7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g. carpenter, electrician, plumber)- response such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8-12b: Self-explanatory

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Items 16-17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Mail Interview Format

Date

Mr. _____
Street Address
City, State, Zip

RE: Name of Grant Project
Grant Project Number

Dear Mr._____:

It is requested that you complete the enclosed form pertaining to your employment with _____, Inc. on the subject project. This project is being constructed under a program of the U.S. Department of Housing and Urban Development (HUD), and a minimum hourly wage rate has been established by the U.S. Secretary of Labor that is in effect during the construction of the project.

You were reported on the payroll submitted by your employer for the week ending September 15, 2020 as having worked as a roofer at the rate of $_____ per hour.

The interview form and a self-addressed envelope are enclosed. Please be sure that your answers are accurate and complete, and that you report the hours worked on this project separately from hours worked on any other project during this period of time. Your answers will not be revealed to your employer without your written consent.

Your cooperation in completing the enclosed form and returning it to this office by _____, 2020 will be greatly appreciated. If you should need assistance or have any questions, please do not hesitate to contact me at (208) 999-9999.

Sincerely,

Mary Smith
Grant Administrator

Format for Mailed Employee Interview

Date: _____

Name: _____

Home Address: _____

City, State, Zip _____

Location of Project: _____

Employer: _____ Foreman/Supervisor: _____

Your job title: _____

Description of work you performed: _____

_____

Your rate of pay: _____/hr. Average hours worked per week: _____

How was your wage determined? (hourly wage, salary, piece work, etc.) _____

When did you work on this project **- from** _____ **to:** _____

Did you receive fringe benefits? If yes, which fringe benefits (vacation, medical, pension, other, etc.)

_____

List tools or equipment you used_____

_____

_____

Did you work more than 40 hours per week? _____

Were you paid 1 ½ times for your regular rate of pay for overtime? _____

Did you keep a record of hours worked? _____

Are you presently working for this employer? _____

Additional information: _____

How may we contact you? (cell #, email,)? _____

Signature:_____

Español

Fecha

Sr. _____
Dirección
Ciudad, Estado, código postal

RE: Nombre del Proyecto
Número del Proyecto

Estimado Sr. _____

Se solicita que complete el formulario adjunto correspondiente con su empleo en_____, Inc. en el proyecto citado anteriormente. La construcción de este proyecto forma parte de un programa con el Departamento de Vivienda y Desarrollo Urbano de E.U (HUD, por sus siglas en inglés), y se ha establecido un salario mínimo por el Departamento de Labor de E.U que está en efecto durante la construcción de dicho proyecto.

Las horas trabajadas por usted han sido reportadas en la nómina de sueldos de su empleador durante la semana de _____, 2020 como fontanero, a la tarifa de pago de _____ por hora.

El formulario con las preguntas y un sobre están adjuntos. Por favor, preste atención a que sus respuestas sean precisas y solo reporte las horas que ha trabajado en este proyecto separadas de horas trabajadas en otros proyectos durante este periodo.

Le agradecemos por su cooperación en cumplir y devolver la forma adjunta a esta oficina el _____, 2020. Si necesita alguna asistencia o tiene preguntas, no dude en llamarme al 208.999.9999

Sinceramente,

Mary Smith

Fecha: _____

Nombre: _____

Dirección: _____

Ciudad, Estado, Código Postal _____

Ubicación del proyecto: _____

Empleador: _____ Supervisor: _____

Título profesional: _____

Descripción del trabajo realizado: _____

_____

Tasa de pago: _____/hora. Promedio de horas trabajadas cada semana: _____

¿Como se determinó su salario? (salario por hora, salario, por proyecto, etc.) _____

¿Cuándo trabajó en este proyecto? **- de** _____ **hasta:** _____

¿Recibió benéficos adicionales? ¿Cuales? (vacaciones, medico, pensión, otros, etc.)

_____

Lista de herramientas usadas_____

_____

_____

¿Trabajó más de 40 horas a la semana? _____

¿Le pagaron 1 ½ veces por su tasa de pago por horas extras? _____

¿Mantuvo un registro de las horas trabajadas? _____

¿Sigue trabajando para este empleador? _____

Información adicional: _____

¿Como podemos contactar con Ud. (celular, correo electrónico)?_____

Firma:_____

Wage Restitution Certification Form

CDBG Project Name:_____

CDBG Project Number:_____

Name of Contractor: _____

I, _____, certify that I received $ _____
(Employee Name) (Dollar Amount)

for wage restitution on the project listed above.

_____

Employee Signature Date

Labor Standards Enforcement Report
(Less than $1,000)

_____, 20____

Division of Community Development
Idaho Department of Commerce
700 W. State St.
P. O. Box 83720
Boise, ID 83720-0093

IDC Project Manager: _____
Project Name: _____
Project Number: _____
Prime Contractor: _____

This is a wage restitution report on the cited project. (See attached Schedule(s) of Wages Found Due.)

Straight-time wage restitution of: $_____ has been paid to ____ employees.

Overtime wage restitution of: $_____ has been paid to ____ employees.

Total wage restitution of: $_____ has been paid to ____ employees.

_____ employees of the General Contractor were underpaid.

_____ employees of _____were underpaid.
(Subcontractor Name)

The wage underpayments were discovered through (i.e. routine payroll review, on-site investigations, employee complaint, etc.):

Were CWHSSA liquidated damages applicable? ☐ Yes ☐ No
(If yes, attach CWHSSA Liquidated Damages Report form.)

Check one:
The violation appeared to be: ☐ Willful ☐ Non-willful Explain:
_____
_____
_____

_____ _____
Grant Administrator Signature of Chief Elected Official

Labor Standards Enforcement Report
($1,000 and above)

DATE:
TO:
FROM:

A. Coverage

Project Name: _____

Project Number: _____

Location: _____
(City, County, and State)

Wage Decision: _____

Prime Contractor: _____
(Name, City and State)

Subcontractor: _____
(Name, City and State)

II. Violations

This is a wage restitution report on the cited project. (See attached Schedule(s) of Wages Found Due.)

Straight-time wage restitution of: $_____ has been paid to _____ employees.

Overtime wage restitution of: $_____ has been paid to _____ employees.

Total wage restitution of: $_____ has been paid to _____ employees.

Were any of the actions willful? ☐ Yes ☐ No
(If yes, see attached detailed report.)

Were CWHSSA liquidated damages computed? ☐ Yes ☐ No
(If yes, attach CWHSSA Liquidated Damages Report form.)

Are Administrative sanctions recommended? ☐ Yes ☐ No
(If yes, see attached detailed report.)

The wage underpayments were discovered through (i.e., routine payroll review, on-site investigations, employee complaint, etc.):

The types of violations were:

III. Disposition

This section should detail the nature of the conference with the contractor, if any, and the action taken to resolve the violations. Recommendations where relevant as to reduction, waiver or

assessment of liquidated damages as well as debarment or other ineligibility sanctions shall be made in this section and sufficiently justified (reference may be made to the description in II).

IV. Documentation

This section should include copies of pertinent certified weekly payrolls, on-site interviews where referred to elsewhere in the report, employee statements, preconstruction conference minutes/checklists, contract documents including the wage decision and labor standards clauses in the contracts for all contractors involved (prime, 1st tier, and 2nd tier subcontractors as appropriate), contractor and subcontractor certifications, schedule of wages due, communication documents, CWHSSA Liquidated Damage Report form, and related materials.

Grant Administrator

Signature of Chief Elected Official

CWHSSA Liquidated Damages Report
(Attached to corresponding Labor Standards Enforcement Report)
(Applicable for individual Contracts of $100,000 or more)

Project Name: _____
Project Number: _____

CWHSSA Violations

This is a CWHSSA liquidated damages report for the cited project (See attached Schedule(s) of Wages Found Due & CWHSSA Liquidated Damages Report Computation Worksheet).

CWHSSA (overtime) wage restitution in the total amount of $_____ has been paid to _____ employees. The CWHSSA (overtime) was computed for __ violations. The total amount of liquidated damages of $_____ was computed at a rate of $31 for every calendar day each employee was required or permitted to work more than forty hours in a week.

_____ employees of the General Contractor for whom violations were computed.

_____ employees of _____for whom violations were computed.
(Subcontractor Name)

Description of Violations

The violation appeared to be: ☐ Willful ☐ Non-willful **Explain:**

This section should detail the nature of the violations and name the specific statutes violated.

_____ _____
Grant Administrator Signature of Chief Elected Official

CWHSSA Liquidated Damages Report
Computation Worksheet

Employee Name	Payroll Ending Date	Total # of days worked	# of Days with O/T Violation	Liquidated Damages Computed
e.g. John Smith	6/12/05	5	1	$ 10
e.g. James Johnson	6/12/05	4	2	$ 20
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Total		9	3	$ 30

Section 3 Summary Report – Community Development Block Grant Program

Section 3 as per 24 CFR Part 75 requires to the greatest extent feasible that for projects funded with CDBG funds that contractors shall ensure that new employment opportunities are made available to Section 3 Workers and contract opportunities are made available to Section 3 Businesses.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than $34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

1. Contractor Name & Address:	2. ICDBG Grant #:	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone:
	6. Date Report Submitted:	7. Project Name:

Part I: Workers Hired

A List of Contractors:	B Number of New Hires	C Number of New Hires that are Section 3 Workers	D Estimated Number of Hours Section 3 Workers Worked on Project	E Estimated Number of Total Labor Hours Worked on Project
Prime Contractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Total				

Part II: Contracts Awarded

Construction Contracts: A. Dollar amount of Prime Contract	$
B. Number of Section 3 businesses receiving subcontracts	
C. Dollar amount of contracts awarded to Section 3 businesses	$
D. Percentage of the total dollar amount that was awarded to Section 3 businesses	%

Part III: Good Faith Effort

A. Efforts made to hire a Section 3 worker (✓ check effort(s) implemented)

___ Utilize the services of local apprenticeship or training programs.

___ Utilize the recruiting services provided by the Idaho Department of Labor.

___ Recruited by contacting the local housing authority.

___ Recruited through local advertising social media.

___ Coordinated with Youth Build Programs.

___ Other; describe below.

_____

B. Efforts made to Sub-Contract a Section 3 business (✓ check effort(s) implemented)

___ Recruited via Section 3 Business Registry – www.hud.gov/sec3biz "Search for a Business."

___ Recruited by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center (PTAC) and the ITD Disadvantage Business Enterprise (DBE) program.

___ Job opportunity signs displayed at project site.

___ Other; describe below.

_____

Submit a copy of this report to the Idaho Department of Commerce.

CITY OF POCATELLO
Bid Opening Attendees

PROJECT: Optimist Park & Ross Park Bathroom Construction

NAME	SIGNATURE	FIRM	ADDRESS	E-MAIL PHONE NO.
Christine Howe		City of Pocatello	911 N 7th Ave 83201	CHowe@pocatello.gov 208 234 6186
Anne Butler		" "	" "	AButler@pocatello.gov
Lisa Devlin		" "	" "	Lisa.devlin@pocatello.gov
Brayden Millward		" "	" "	Brayden.Millward@pocatello.gov

City of Pocatello

Bid Opening for Optimist Park & Ross Park Bathroom Construction

Held in the Council Chambers at City Hall July 7, 2025 at 4:00PM MT

Bidder	Bid Amount Option A	Bid Amount Option B	Bid Amount Option C	Bid Amount Option D	Bid Bond (Y/N/NA)	Bid Price Sheets (Y/N)
Morco Construction	140,668.00	194,465.00	118,143.00	171,940.00	Y	Y

City of Pocatello

Bid Opening for Optimist Park & Ross Park Bathroom Construction

Held in the Council Chambers at City Hall July 7, 2025 at 4:00PM MT

Bidder	Bid Amount Option A	Bid Amount Option B	Bid Amount Option C	Bid Amount Option D	Bid Bond (Y/N/NA)	Bid Price Sheets (Y/N)
Morco Construction	140,668.00	194,465.00	118,143.00	171,940.00	Y	Y

BID PRICE SHEET (PAGE 1 OF 5)	
ADDRESS: Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello ID	**Project: Optimist Park & Ross Park Bathroom**
BID ITEM DESCRIPTION	
OPTION A – ROSS PARK PLEASURELAND ONE (1) SINGLE STALL BATHROOM	
Total Option A Equipment/Materials:	$ 63,301.06
Total for Option A Labor/Installation:	$ 77,367.00
TOTAL for OPTION A (Sum of Equipment/Materials and Labor/Installation):	$ 140,668.00

BID PRICE SHEET (PAGE 2 OF 5)	
ADDRESS: Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello, ID	**Project:** Optimist Park & Ross Park Bathroom
BID ITEM DESCRIPTION	
OPTION B – ROSS PARK PLEASURELAND TWO (2) SINGLE STALL BATHROOMS	
Total Option B Equipment/Materials:	$ 87,510
Total for Option B Labor/Installation:	$ 106,955.00
TOTAL FOR OPTION B (Sum of Equipment/Materials and Labor/Installation):	$ 194,465.00

BID PRICE SHEET (PAGE 3 OF 5)	
ADDRESS: Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201	**Project:** Optimist Park & Ross Park Bathroom
BID ITEM DESCRIPTION	
OPTION C – OPTIMIST PARK ONE (1) SINGLE STALL BATHROOM	
Total Option C Equipment and Materials	$ 53,165.00
Total for Option C Labor/Installation	$ 64,978.00
Total for Option C (sum of Equipment, Materials, and Labor/Installation):	$ 118,143.00

BID PRICE SHEET (PAGE 4 OF 5)	
ADDRESS: Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201	**Project:** Optimist Park & Ross Park Bathroom
BID ITEM DESCRIPTION	
OPTION D – OPTIMIST PARK (2) TWO SINGLE STALL BATHROOMS	
Total Option D Equipment and Materials	$ 77,373.00
Total for Option D Labor/Installation	$ 94,567.00
Total for Option D (sum of Equipment, Materials, and Labor/Installation):	$ 171,940.00

BID PRICE SHEET (PAGE 5 of 5)	
ADDRESS: Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello, ID Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201	**Project: Optimist Park & Ross Park Bathroom Construction**

Anticipated start date: JULY-21-2025

Project Completion Date: November 20, 2025

Contractor Name: MORCO CONSTRUCTION

Company Name: MORCO CONSTRUCTION **Phone:** 208·251·4252

Address: 4053 GARTON RD **Email:** dmorris@morco-team

City, State, & Zip Code: POCATELLO ID 83204

City License No.: _____

State License No.: RCE-37118

Public Works License No.: 021574

Subcontractor List:
If contractor plans to subcontract any part of this work, please list those subcontractor(s) below. If none, please write N/A. Any changes to your list must be approved by the City of Pocatello prior to contract signing. At contract signing, final subcontractor(s) and their license number(s) must be provided. Failure to complete and return this form may render the bid unresponsive and void.

B+G PLUMBING

SANDERSON ELECTRIC

I have reviewed the project description for the ***Park Bathrooms (Optimist Park & Ross Park-Pleasureland)***, and verified the project bid total before signing this bid.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Contractor Signature: Douglas Morris **Date:** 7-7-25

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Morco Construction, LLC
(Here insert full name and address or legal title of Contractor)
PO Box 4866 Pocatello, ID 83205

as Principal, hereinafter called the Principal, and SureTec Insurance Company
(Here insert full name and address or legal title of Surety)
Houston, TX

a corporation duly organized under the laws of the State of Texas
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
City of Pocatello
911 N. 7th Ave. Pocatello, ID 83201

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Project: Optimist Park and Ross Park Bathrooms

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of July 19 2025

(Witness)

(Principal) (Seal)

Joseph Roger Morris - Member
(Title)

(Witness)

(Surety) (Seal)

Terri Hall Attorney-in-Fact
(Title)

POA# 1210008

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Terri Hall, Barbara Helterbrand, Tim Marks

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January , 2023 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY HOUSTON TEXAS

MARKEL INSURANCE CORPORATE SEAL COMPANY ILLINOIS

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January , 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of July , 2025.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 1210008
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Print Form

Mutual Insurance Associates, Inc.

Bid Bond Request

Today's Date 7-7-2025 Bid Date 7-7-2025

Contractor's Name MORCO CONSTRUCTION

Owner/Obligee name & address ~~ROGER MORRIS~~ City Of Pocatello
~~4053 GARTON RD~~ 911 N 7th Ave
~~POCATELLO ID 83204~~ Pocatello ID 83201

Exact Title of Job OPTIMIST PARK + ROSS PARK BATHROOMS Project #

Location of Project OPTIMIST PARK + ROSS PARK

% Amount to be Subbed: ☑ None

Sitework _____ Mechanical _____

Electrical _____ Framing _____

Steel _____ Concrete _____

Masonry _____ Roofing _____

Drywall _____ Finishes _____

Others _____

Brief Description of Project CONSTRUCT NEW PUBLIC RESTROOMS

Approx Base Bid $ 258,831

+ Alternates $ 107,574

Approx Total Bid $ 366,405

Engineer Estimate $ N/A

Bid Bond % ☑ 5 ☐ 10 ☐ 20

Completion Time NOV - 20 - 2025

Penalties _____

Provide us with any SPECIAL Bond Forms

Advise us if ORIGINAL AIA Bond Forms are required

Work On Hand **(Bonded & not Bonded)**

Name of Contract	Contract Price	% Complete	Cost to Complete	Completion Date

1575 Baldy Ave. Pocatello, ID 83201 (208) 237.9696 or (800) 632.0905 · Fax (208) 237.9697 or (877) 237.9697

Council Agenda Item B - Contract Documents

This contract is provided for assistance only. It does not constitute legal advice and is not a substitute for the Grantee's independent legal obligations. If Grantee has any question about its legal responsibilities, it should seek the advice of a licensed attorney.

Construction Contract for Small Projects

This agreement is made by and between Morco Construction (Contractor) and

City of Pocatello (Owner).

WITNESSETH:

The Owner does hereby employ the Contractor to do all the work and provide all the materials, tools, machinery and supervision necessary for the construction of Optimist Park and Ross Park Bathroom Construction – Option A and Option D

at Ross Park – Pleasureland, S. 2nd Avenue, Pocatello ID 83204 and Optimist Park, 7th Ave. & E. Young St.,, Pocatello, ID 83201. (Project location)

for the total sum of **$312,608.00**.

The Contractor shall commence the work by **August 25, 2025** and shall complete the work by November 20, 2025

CONTRACT DOCUMENTS: Contract Documents consist of the following:

a. This Construction Contract
b. Specifications / Scope of Work
c. Drawings
d. Performance Bond, if required
e. Payment Bond, if required
f. CDBG Supplemental General Conditions
g. Federal Labor Standards Provisions, HUD-4010
h. General Wage Decision – _____ dated _____ – Davis-Bacon Wage Rates

1. DAVIS-BACON AND RELATED ACTS. Requires workers to receive no less than the prevailing wages as computed by the USDOL and issued in the form of federal wage decisions for each classification of work. The law applies to construction, alteration or repair contracts over $2,000 aggregate. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

2. HOLD HARMLESS. Contractor shall agree to defend, indemnify, and hold harmless the Owner and the Idaho Department of Commerce from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or less and expense arising from Contractor's Performance under this agreement to install or construct housing rehabilitation to be paid for out of the proceeds of the Owner's rehabilitation loan. Contractor is acting in the capacity of an independent Contractor with respect to the Owner.

3. LIEN WAIVERS. Contractor agrees to protect, defend, and indemnify Owner from any claims for unpaid work, labor, or materials with respect to Contractor's Performance. Final payment shall not be due until the Contractor has delivered to the Owner complete release of all liens for work completed arising out of Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying him against any lien.

4. GENERAL WARRANTY. The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which shall appear within the period of one year from final payments. Further, the Contractor will furnish Owner with all manufacturers and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract.

5. CONTRACT AMOUNT AND PAYMENT SCHEDULE. Payments will be subject to the Owner's acceptance of work done. The Owner agrees to make payments to the Contractor within twenty-one days of approving work.

6. CHANGE ORDERS. Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided above shall be made unless in writing and mutually agreed to by both parties and authorized by the Owner.

7. PERMITS AND CODES. Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's Performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any Contractor registration requirements.

8. SCOPE OF WORK. Contractor acknowledges that it has prepared the Contractor's Proposal and that such proposal is accurate and consistent as to the name of Contractor, scope of work that the Contractor will undertake, and price. Contractor acknowledges the performance requirement established in the write up and warrants that all work undertaken will conform to said specifications.

9. PUBLIC WORKS CONTRACTORS LICENSE. For construction projects in excess of $100,000 in the aggregate, no contractor, subcontractor, or specialty contractor shall be required to have a current license as a Public Works contractor in the State of Idaho in order to submit a bid on any project; however, at or prior to the award of the contract, the successful bidder shall secure a Public Works Contractor's License. The contractor understands the time required to secure the Public Works Contractor's License.

10. SUBCONTRACTORS. Contractor agrees that all the warranties contained herein shall apply to all work performed under the Contract, including that performed by any Subcontractors. The Contractor shall be responsible for the compliance of all provisions within this contract for all subcontractors or lower tier subcontractors.

11. RESOLUTION OF DISPUTES. All claims or disputes between the Owners and Contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to the American Arbitration Association/Better Business Bureau unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the Contractor, the arbitrator may award costs and attorney's fees in favor of the Contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Owner, the arbitrator may award costs and attorney's fees in favor of the Owner.

12. PROHIBITION OF KICKBACKS. The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

13. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and test, by the owner or representative, who will have the right to reject defective material and workmanship or require its correction.

14. CLEANING UP. The contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the construction site clean.

15. ASBESTOS CONTAINING MATERIAL
- For any building renovation or demolition suspected asbestos containing material should be tested for asbestos.
- The removal or management of asbestos containing material shall be in compliance with federal and state laws, including the National Emission Standards for Hazardous Air Pollutants (NESHAP) and OSHA's Occupational Exposure to Asbestos Standards.

16. CONTRACT TERMINATION, DEBARMENT. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

Morco Construction	City of Pocatello
CONTRACTOR	OWNER
BY: _____	BY: _____
Contractor	Official's Signature

	Mayor
Title	Title
Date	Date

NOTICE OF AWARD

Date of Issuance:

Owner: City of Pocatello | Owner's Project No.: ICDBG-01

Project Manager: Brayden Millward

Grants Manager: Christine Howe | Engineer's Project No.: N/A

Project: Optimist Park & Ross Park Bathroom Construction
Contract Name: Optimist Park & Ross Park Bathroom Construction

Bidder: Morco Construction

Bidder's Address: 4053 Garton Road, Pocatello, ID 83204

You are notified that Owner has accepted your Bid dated 7/7/2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Optimist Park & Ross Park Bathroom Construction for the following Options:

Option A – Ross Park Pleasureland One (1) Single Stall Bathroom

Option D – Optimist Park Two (2) Single Stall Bathrooms

This project includes the construction of bathrooms at public park facilities, including connecting the bathrooms to City water and sewer services. The final project locations will be determined prior to construction. Project scope includes the construction one (1) single-stall, ADA-complaint 12'-6" x 10' bathroom facility at Ross Park Pleasureland per the plans in the Request for Bids Appendix B – COP Generic Restroom Single and two (2) single stall, ADA-complaint 12'-6" x 10' bathroom facilities at Optimist Park per the plans in the Request for Bids Appendix B – COP Generic Restroom Double. The facilities shall include all specified materials, accessories, and connections per the scope of work. The Contractor will be responsible for performing the work in accordance with City of Pocatello Public Works standards. All work is to be permitted and inspected as well as meet current codes and standards. The Contract Price of the awarded Contract is $312,608.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

2 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Two counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner:	City of Pocatello
By *(signature)*:	
Name *(printed)*:	Brian C. Blad
Title:	Mayor

Copy: Project Manager

Grants Manager

Attachment B: Specifications/Scope of Work

SCOPE OF WORK

Project Overview

The City seeks a qualified contractor to complete the public facility project at City Parks, including Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello, ID and Optimist Park, located at S. 7th Ave & E. Young St. (see Appendix A -Project Location Map for site locations for the bathroom facilities).

This project involves the construction of bathrooms at public park facilities, including connecting the bathrooms to City water and sewer services.

Four options for bidding are provided (Options A-D) with the construction of one single stall or two single stall bathrooms at each park facility. Bathroom facilities shall also include an external drinking fountain on the structure.

Bathrooms shall be ADA-accessible and meet all City Codes and Standards.

BATHROOM PLANS

Bathroom plans are provided in Appendix B and shall be used by the contractor. Contractor will be responsible for connection to City sewer, including paying the connection fee. Contractor will be responsible for connection to City water including paying the connection fee and Water Department to tap the City line.

SCOPE OF WORK (CONTINUED)

OPTION A – ROSS PARK PLEASURELAND ONE (1) SINGLE STALL BATHROOM

The Contractor shall construct one (1) single-stall, ADA-complaint 12'-6" x 10' bathroom facility per the plans in Appendix B – COP Generic Restroom Single. The bathroom shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including toilet, sink, and stainless clad mirror and hand dryer to match existing park bathroom facilities
- Vandal stop toilet paper dispenser, or equivalent, to match existing and include minimum 10-year warranty
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards.

SCOPE OF WORK (CONTINUED)

OPTION D – OPTIMIST PARK (2) TWO SINGLE STALL BATHROOMS

The Contractor shall construct two (2) single stall, ADA-complaint 12'-6" x 10' bathroom facilities per the plans in Appendix B – COP Generic Restroom Double. The Contractor shall tear out and re-tie in the existing fence to the bathroom to match existing outfield fence.

The bathrooms shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including toilet, sink, and stainless clad mirror and hand dryer to match existing park bathroom facilities
- Vandal stop toilet paper dispenser, or equivalent, to match existing and include minimum 10-year warranty
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards.

Attachment C - Drawings

SITE PLAN
SCALE: 3/32"=1'-0"

NORTH

*THIS PLAN IS FOR PLANNING PURPOSES ONLY. CITY OF POCATELLO TO VERIFY ALL UTILITIES, SETBACKS AND EASEMENTS, ETC. PRIOR TO PLACEMENT OF GENERIC RESTROOM.

FOR REVIEW ONLY

ORIGINAL SIGNED BY:
TED BOOTH
DATE ORIGINAL SIGNED:
5/29/2025
ON FILE AT:
BOOTH ARCHITECTURE

DRAWING SCALE APPLIES TO 24"x36" SHEET SIZE

New Structure for:
COP - Parks & Recreation
Generic Restrooms
TBD
Pocatello, ID 83201

BOOTH Architecture PLLC
340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
Fax (208) 233-0263
email ted@bootharchitecture.com

Proposed Site

Date
5/29/2025

Sheet No. A0.0

GENERAL NOTES

1. Contractor to verify all dimensions and conditions.
2. All work to comply with IBC, ADA, and all other local and national codes that may apply.
3. Contractor to verify and coordinate all owner provided items for proper size, clearance, and requirements.
4. All lumber in contact with concrete or masonry to be pressure treated.
5. Provide backing for all grab bars, door stops, cabinetry, partitions, etc. as required.

SITE NOTES

1. Contractor to verify site setbacks, easements, utilities, etc., with civil drawings and/or local jurisdiction as required.

CONCRETE NOTES

1. Provide concrete footings, foundations, slabs, etc. per plans.
2. Provide 10 Mil vapor barrier under all slabs of occupied areas such as W.R. Meadows Perminator. Seal all joints, laps, etc. per manufactures recommendations.
3. Provide sealer such as Scofield Cureseal-W at all flatwork.

FRAMING NOTES

1. Provide 2x framing per Architectural and/or Structural drawings. All exterior walls to be 2x4 minimum with sheathing as shown. Interior plumbing wall to be 2x6 minimum with sheathing as required.
2. Provide fluid applied or wrap such as Tyvek CommercialWrap.

PAINT NOTES

1. Drywall – (1) coat primer such as Sherwin Williams PVA Drywall Primer & Sealer, (2) coats paint such as Sherwin Williams ProMar 400 Zero VOC Interior Latex.
2. CMU – (1) coat primer such as Sherwin Williams LOXON Concrete & Masonry Primer / Sealer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
3. Interior Metal (doors, frames, handrails, etc.) – (1) coat primer such as Sherwin Williams Multi-Purpose Latex Primer, (2) coats paint such as Sherwin Williams ProMar 400 Zero VOC Interior Latex.
4. Exterior Metal (doors, frames, handrails, etc.) – (1) coat primer such as Sherwin Williams Kem Kromik Universal Metal Primer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
5. Exposed ceiling structure to be painted with such as; Sherwin Williams Pro Acrylic Drytall where noted.

TOILET ACCESSORIES NOTES

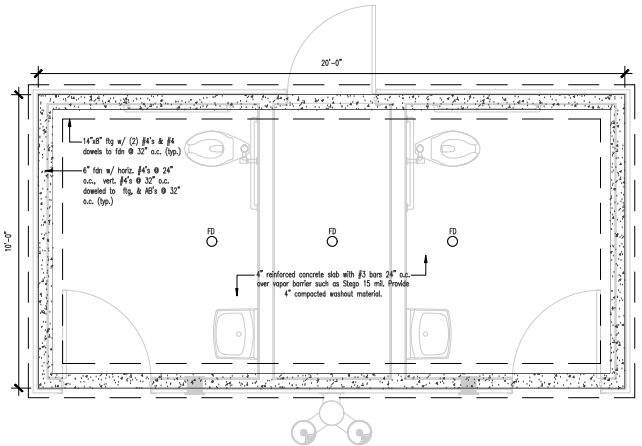
1. Grab Bars – such as Bradley 812 heavy duty SS with concealed mounting.
2. Sanitary Napkin Disposal – such as Bradley Diplomat model 4A10.
3. Seat Cover Dispenser – recessed such as Bradley Diplomat 5A40.
4. Toilet Paper Dispenser – dual roll such as Bradley Diplomat model 5A10.
5. Paper Towel Dispenser – sensor activated such as Bradley model 2498.
6. Paper Towel / Waste – sensor activated recessed such as Bradley Diplomat 2A25
7. Verify with drawings for contractor provided or owner provided toilet accessories.

DOOR & FRAME NOTES

1. Exterior 16 ga. galvanized metal doors such as Steelcraft SZ series.
2. Interior walls for non-GWB walls to be such as Steelcraft F series with (3) non-galvanized anchors per side on 7' doors, (4) anchors on 8' doors. Provide 4-1/2"x4-1/2" ball bearing hinges such as Stanley FBB179 (3) per 7' door, (4) on 8' and 4' wide doors.
3. Exterior frames to be such as such as Steelcraft galvanized F series with (3) galvanized anchors per side on 7' doors, (4) anchors on 8' doors. Provide 4-1/2"x4-1/2" ball bearing hinges such as Stanley FBB191 (3) per 7' door, (4) on 8' and 4' wide doors. Provide non-removable pins on out swing doors.
4. Door hardware to be ADA compliant. Verify style with Door details. Keying to be coordinated with owner.
5. Push / Pulls such as Ives 8302-8 US32D 4X16, Kick plates such as Donjo J102622630 6"x30"
6. Provide hinges with non-removable pins at all out-swinging exterior doors.
7. All egress doors shall be readily operable from egress side without use of key or special knowledge. Door handles, pulls, latches, locks and other operating devices shall not require tight grasping, tight pinching, or twisting of the wrist to operate.

Architectural Abbreviations

AB	Anchor Bolt
Arch.	Architectural
AFF	Above Finish Floor
Cntr.	Contractor
Conc.	Concrete
Elec.	Electrical
EXR.	Existing to Remain
Exist.	Existing
e.w.	Each Way
FD	Floor Drain
FRP	Fiber Reinforced Plastic
furn.	Furnace
ga.	Gauge
GWB	Gypsum Wall Board
HB	Hose Bibb
Horiz.	Horizontal
HM	Hollow Metal
HW	Hardwood
Mech.	Mechanical
o.c.	On Center
OFD	Overflow Drain
OSB	Oriented Strand Board
p-lam	Plastic Laminate
RD	Roof Drain
ref.	Refrigerator
reqd.	Required
SS	Stainless Steel
Struct.	Structural
T.T&P	Tape, Texture and Paint
typ.	Typical
Vert.	Vertical
w/	with
WH	Water Heater
WS	Water Softener



FOOTING & FOUNDATION PLAN

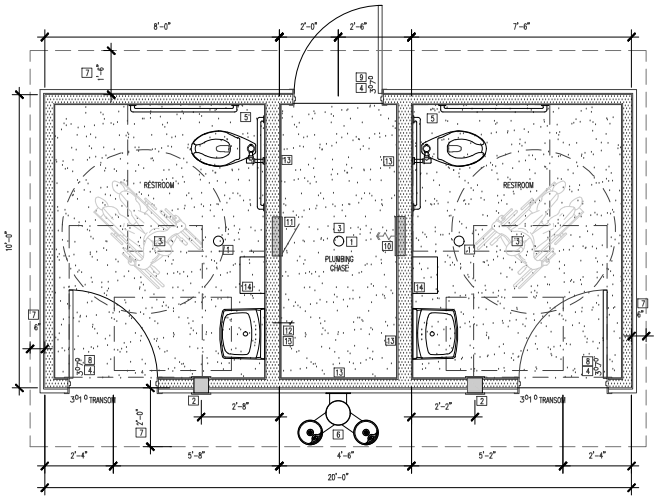
SCALE: 1/2"=1'-0"

FOUNDATIONS:

1. Footings shall bear on firm, undisturbed soil a minimum of 32" below the finish/ finished grade line for one and two story structures. However, should the frost line be locally deeper than the depths specified above, then bottom of footings shall extend below this local frost line. Where sloping grades are involved, footing depths must always be measure from the point at the final finished grade line that is closest to the footing.
2. Concrete cover for reinforcing bars shall 3" for footings & 1" for flat work.
3. Lap rebar splices 40 diameters minimum.
4. Fold rebar into slab as required.
5. Dowel all foundations to footings 32" o.c.
6. All walls over 4 foot in height must have two horizontal bars within top 12" of wall.
7. Horizontal Reinforcing Bars to run continuous between all intersecting walls.
8. All Foundation walls to be: 6" concrete wall w/ horizontal #4's @ 24" o.c. & vertical #4's @ 32" o.c.. Provide A.B.'s @ 32" o.c. (typ.)
9. 1/2" Anchor bolts shall be placed minimum 32" on center. 3"x3"x5/16" plate washers required.
10. Foundation wall elevations to be coordinated with elevations and grade.
11. To insure proper support for the footings and foundation walls, footings must always be poured with a flat bottom surface. Footings may be stepped where necessary to allow the footings to remain below frost line on a sloping grade line that exceeds a mean of thirty degrees down from the level. Sloping sites require special engineering for extended foundation walls and stepped footings.
12. Foundations and footing sizes are based on minimum allowable soil bearing capacity of 1500psf. User must verify that local soil conditions meet these requirements and must re-design footings if the soil bearing capacity falls short of 1500psf.
13. Foundation wall heights to be stepped as needed according to site conditions.
14. Contractor to coordinate placement of all under slab plumbing prior to placement of concrete.

CONCRETE:

1. All concrete shall develop and maintain a minimum compressive strength of 3000psi within 28 days after pouring.
2. Concrete forms, shoring, and pouring methods shall conform to all current practices endorsed by the American Concrete Institution.



FLOOR PLAN

SCALE: 1/2"=1'-0"

GENERAL NOTES:

- Contractor to verify all dimensions & conditions.
- Contractor to coordinate items & requirements of owner provided items that may be coordinated into project.
- All work to comply with IBC, ADA, and all other local, national, plumbing, mechanical, and electrical codes that may apply.
- All lumber in contact with concrete or masonry to be pressure treated.
- Adjacent properties and public right of way to be protected from silt and debris during construction.
- Contractor to verify all utilities, covenants, setbacks, flood plains, and covenant restrictions, etc.
- Contractor to provide building hold-downs
- Contractor to schedule relocation of any utilities prior to excavation/construction.
- Contractor to provide suitable barrier(s) to prevent public access to excavation or other hazardous work areas.
- Contractor to verify all site conditions and dimensions.
- Contractor to verify location of setbacks and easements before digging.
- Contractor to verify location of all utilities prior to digging, both public and private.
- Contractor to schedule relocation of any utilities prior to excavation/construction.
- Design and grade all plumbing for blowout and winterization.
- All floors to be epoxy w/ sfp resistant additive.
- All interior walls to be FRP.
- Provide Rubber Base in all interior spaces.
- All ceilings to be painted plywood. see plan
- All electrical to be bidder designed.
- All door/window openings to have (2) 2x6's headers as required.

NOTES:

1. Floor Drain.
2. Thru-the-wall ventilator linked to light motion sensor such as: Broan, Model 512M
3. LED light fixture linked to motion sensor. Owner to specify.
4. Hollow metal door w/frame such as: Steelcrafft SZ series.
5. Grab bars per ADA Standards.
6. Drinking fountain to meet ADA Standards. Owner to specify.
7. Roof overhang.
8. Provide deadbolt such as: Schlage B560P w/ occupancy Indicator, provide pull plates such as: Don Jo CPK7115 (both sides)
9. Provide deadbolt such as: Schlage B560, provide pull plate such as: Don Jo CPK7115 on outside.
10. Provide electric wall heater such as Cadet CEC 163TW.
11. Electrical Panel
12. Provide Hose Bib for maintenance.
13. Exposed plumbing.
14. Paper towel dispenser by owner.

TED L. BOOTH STATE OF IDAHO AP 93009 LICENSED ARCHITECT

ORIGINAL SIGNED BY: TED L. BOOTH
DATE ORIGINAL SIGNED: 5/29/2025
ON FILE AT: BOOTH ARCHITECTURE

DRAWING SCALE APPLIES TO 24"x36" SHEET SIZE

New Structure for:
COP - Parks & Recreation
Generic Restrooms
TBD
Pocatello, ID 83201

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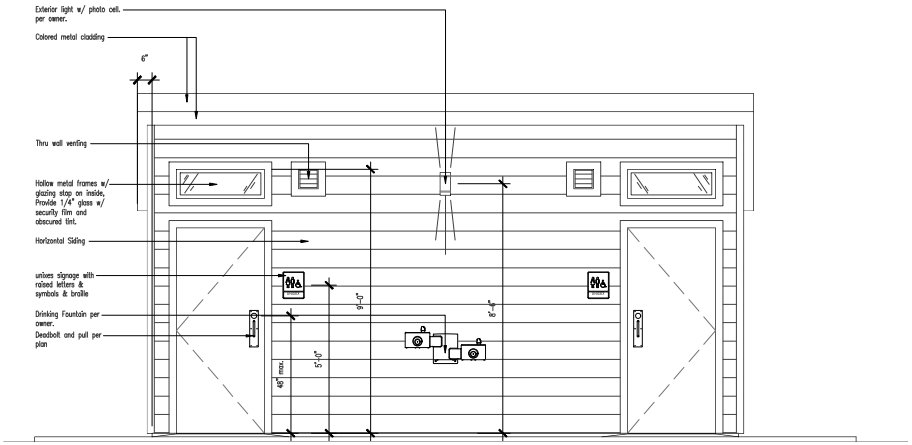
Footing & Foundation Floor Plan

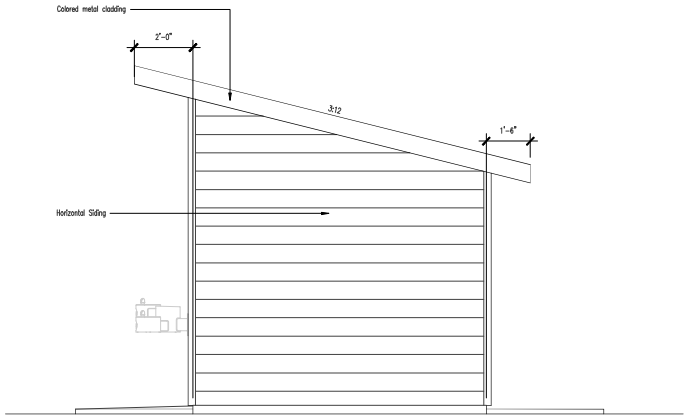
Date 5/29/2025

Sheet No. A1.0



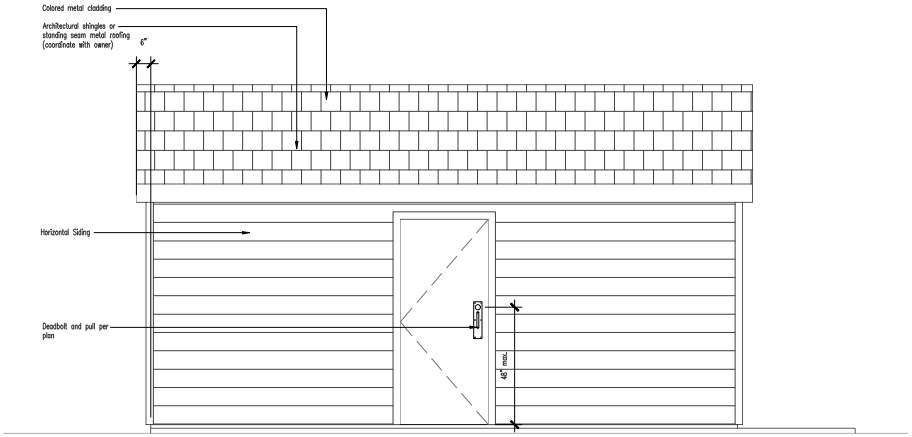
FRONT ELEVATION

SCALE: 1/2"=1'-0"



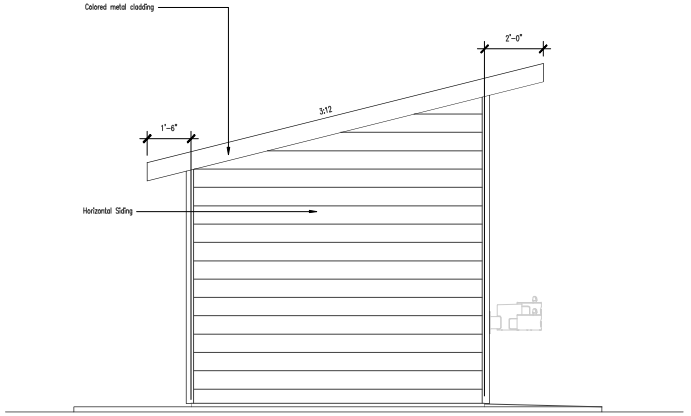
RIGHT ELEVATION

SCALE: 1/2"=1'-0"



REAR ELEVATION

SCALE: 1/2"=1'-0"



LEFT ELEVATION

SCALE: 1/2"=1'-0"

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IDAHO
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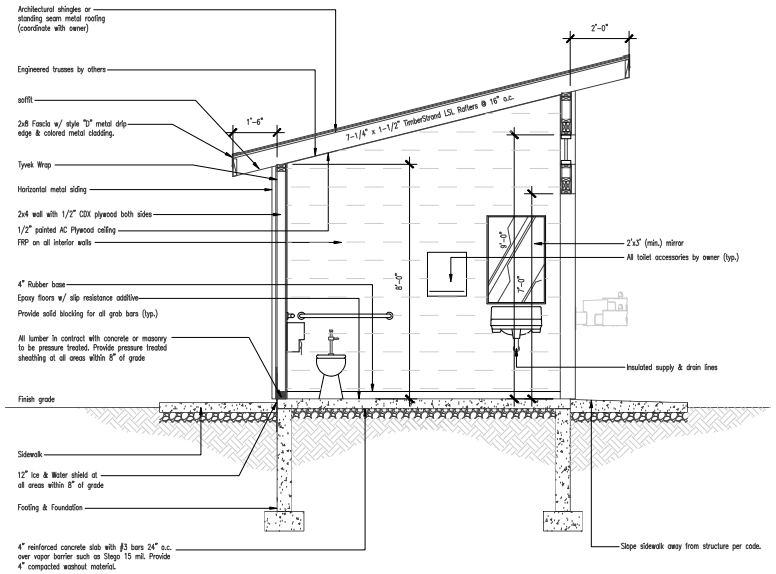
Elevations

Date
5/29/2025

Sheet No. A2.0



BASIC SECTION

SCALE: 1/2"=1'-0"

TED L. BOOTH STATE OF IDAHO AR 93009 LICENSED ARCHITECT

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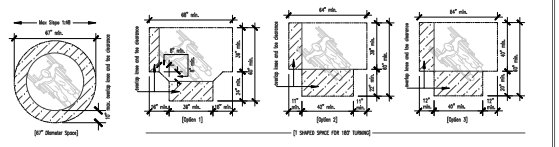
Section

Date
5/29/2025

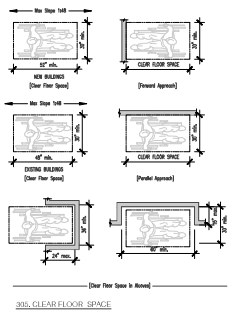
Sheet No. A2.1

ACCESSIBILITY STANDARDS

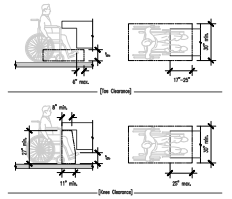
ICC A117.1–2017 Standard for Accessible and Usable Buildings and Facilities. American National Standard



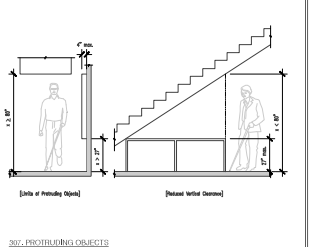
304. TURNING SPACE



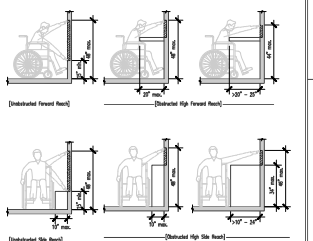
305. CLEAR FLOOR SPACE



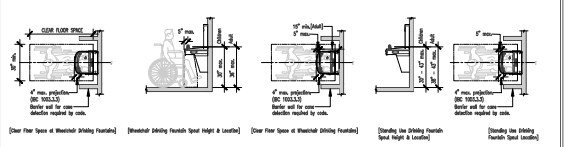
306. KNEE & TOE CLEARANCE



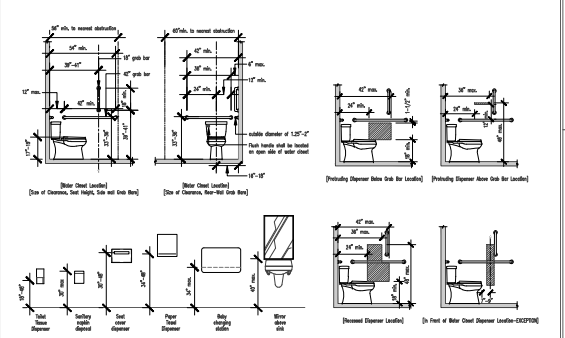
307. PROTRUDING OBJECTS



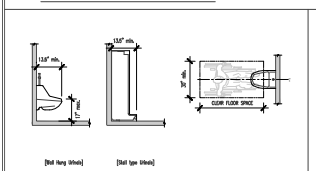
308. Reach Ranges



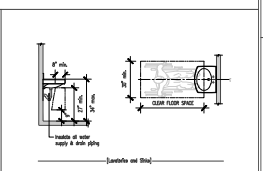
602. DRINKING FOUNTAINS & BOTTLE-FILLING STATIONS



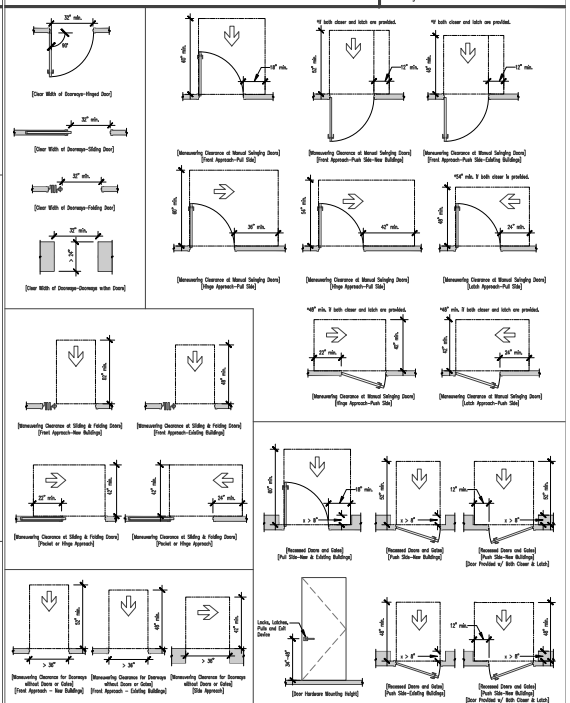
604. WATER CLOSETS & TOILET COMPARTMENTS



605. URINALS



606. LAVATORIES & SINKS



404. DOORS, DOORWAYS & GATES

TED L. BOOTH
STATE OF IDAHO
AR 93009
LICENSED ARCHITECT

ORIGINAL SIGNED BY:
TED L. BOOTH
DATE ORIGINAL SIGNED:
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ADA Standards

Date
5/29/2025

Sheet No. A2.2

SITE PLAN
SCALE: 3/32"=1'-0"

NORTH

*THIS PLAN IS FOR PLANNING PURPOSES ONLY. CITY OF POCATELLO TO VERIFY ALL UTILITIES, SETBACKS AND EASEMENTS, ETC. PRIOR TO PLACEMENT OF GENERIC RESTROOM.

FOR REVIEW ONLY

ORIGINAL SIGNED BY: TED BOOTH
DATE ORIGINAL SIGNED: 5/29/2025
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4. All lumber in contact with concrete or masonry to be pressure treated.
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SITE NOTES

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CONCRETE NOTES

1. Provide concrete footings, foundations, slabs, etc. per plans.
2. Provide 10 MIl vapor barrier under all slabs of occupied areas such as W.R. Meadows Perminator. Seal all joints, laps, etc. per manufacturers recommendations.
3. Provide sealer such as Scofield Cureseal-W at all flatwork.

FRAMING NOTES

1. Provide 2x framing per Architectural and/or Structural drawings. All exterior walls to be 2x4 minimum with sheathing as shown. Interior plumbing wall to be 2x6 minimum with sheathing as required.
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1. Exterior 16 ga. galvanized metal doors such as Steelcraft SZ series.
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Mech.	Mechanical
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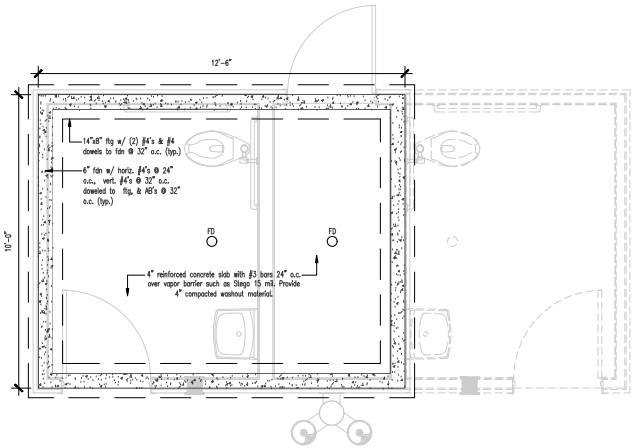
OSB	Oriented Strand Board
p-Lam	Plastic Laminate
RD	Roof Drain
ref.	Refrigerator
reqd.	Required
SS	Stainless Steel
Struct.	Structural
T.T&P	Tape, Texture and Paint
typ.	Typical
Vert.	Vertical
w/	with
WH	Water Heater
WS	Water Softener



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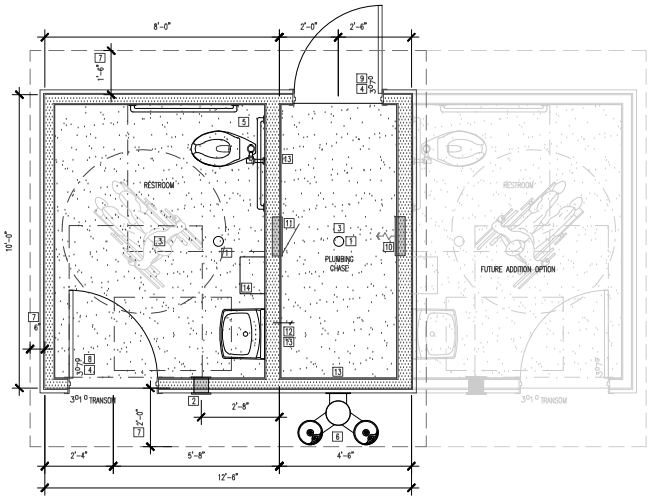
9. 1/2" Anchor bolts shall be placed minimum 32" on center. 3"x3"x5/16" plate washers required.
10. Foundation wall elevations to be coordinated with elevations and grade.
11. To insure proper support for the footings and foundation walls, footings must always be poured with a flat bottom surface. Footings may be stepped where necessary to allow the footings to remain below frost line on a sloping grade line that exceeds a mean of thirty degrees down from the level. Sloping sites require special engineering for extended foundation walls and stepped footings.
12. Foundations and footing sizes are based on minimum allowable soil bearing capacity of 1500psf. User must verify that local soil conditions meet these requirements and must re-design footings if the soil bearing capacity falls short of 1500psf.
13. Foundation wall heights to be stepped as needed according to site conditions.
14. Contractor to coordinate placement of all under slab plumbing prior to placement of concrete.

CONCRETE:

1. All concrete shall develop and maintain a minimum compressive strength of 3000psi within 28 days after pouring.
2. Concrete forms, shoring, and pouring methods shall conform to all current practices endorsed by the American Concrete Institution.



FLOOR PLAN

SCALE: 1/2"=1'-0"

GENERAL NOTES:

- Contractor to verify all dimensions & conditions.
- Contractor to coordinate items & requirements of owner provided items that may be coordinated into project.
- All work to comply with IBC, ADA, and all other local, national, plumbing, mechanical, and electrical codes that may apply.
- All lumber in contact with concrete or masonry to be pressure treated.
- Adjacent properties and public right of way to be protected from silt and debris during construction.
- Contractor to verify all utilities, covenants, setbacks, flood plains, and covenant restrictions, etc.
- Contractor to provide building hold-downs
- Contractor to schedule relocation of any utilities prior to excavation/construction.
- Contractor to provide suitable barrier(s) to prevent public access to excavation or other hazardous work areas.
- Contractor to verify all site conditions and dimensions.
- Contractor to verify location of setbacks and easements before digging.
- Contractor to verify location of all utilities prior to digging, both public and private.
- Contractor to schedule relocation of any utilities prior to excavation/construction.
- Design and grade all plumbing for blowout and winterization.
- All floors to be epoxy w/ slip resistant additive.
- All interior walls to be FRP.
- Provide Rubber Base in all interior spaces.
- All ceilings to be painted plywood. see plan
- All electrical to be bidder designed.
- All door/window openings to have (2) 2x6's headers as required.

NOTES:

1. Floor Drain.
2. Thru-the-wall ventilator linked to light motion sensor such as: Broan, Model 512M
3. LED light fixture linked to motion sensor. Owner to specify.
4. Hollow metal door w/frame such as: Steelcraft SZ series.
5. Grab bars per ADA Standards.
6. Drinking fountain to meet ADA Standards. Owner to specify.
7. Roof overhang.
8. Provide deadbolt such as: Schlage B560P w/ occupancy indicator, provide pull plates such as: Don Jo CPK7115 (both sides)
9. Provide deadbolt such as: Schlage B560, provide pull plate such as: Don Jo CPK7115 on outside.
10. Provide electric wall heater such as: Cadet CEC 1637WL
11. Electrical Panel
12. Provide Hose Bib for maintenance.
13. Exposed plumbing.
14. Paper towel dispenser by owner.

TED L. BOOTH STATE OF IDAHO AP 93009 LICENSED ARCHITECT

ORIGINAL SIGNED BY:
TED L. BOOTH
DATE ORIGINAL SIGNED:
5/29/2025
ON FILE AT:
BOOTH ARCHITECTURE

DRAWING SCALE APPLIES TO 24"x36" SHEET SIZE

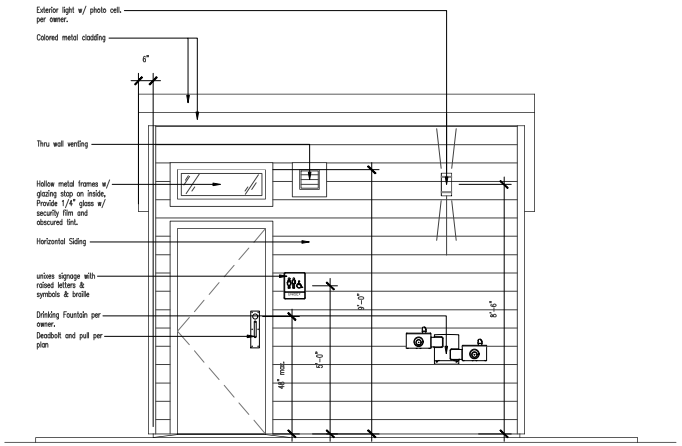
New Structure for:
COP - Parks & Recreation
Generic Restrooms
TBD
Pocatello, ID 83201

BOOTH Architecture PLLC
340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
Fax (208) 233-0263
email ted@bootharchitecture.com

Footing & Foundation Floor Plan

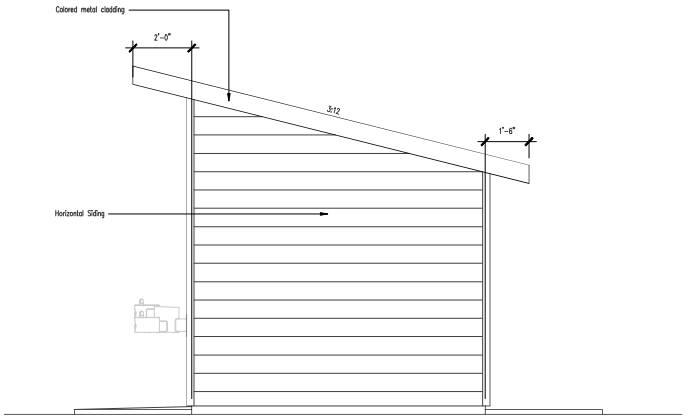
Date 5/29/2025

Sheet No. A1.0



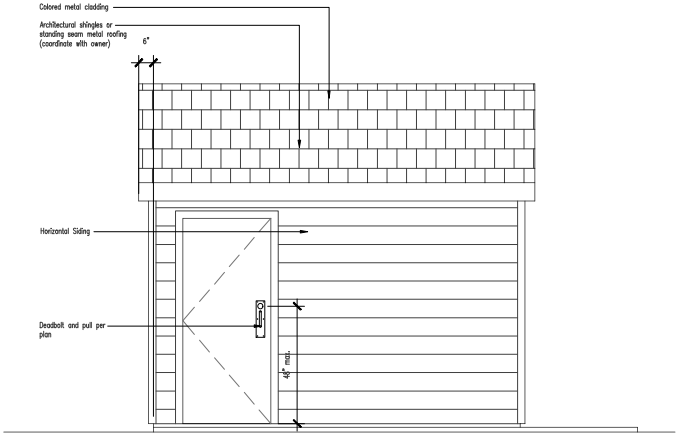
FRONT ELEVATION

SCALE: 1/2"=1'-0"



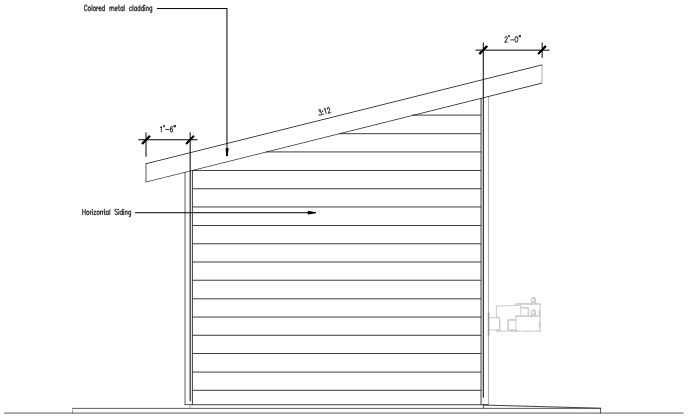
RIGHT ELEVATION

SCALE: 1/2"=1'-0"



REAR ELEVATION

SCALE: 1/2"=1'-0"



LEFT ELEVATION

SCALE: 1/2"=1'-0"

TED L. BOOTH
STATE OF
AP 93009
IDAHO
LICENSED ARCHITECT

ORIGINAL SIGNED BY:
TED L. BOOTH
DATE ORIGINAL SIGNED:
5/29/2025
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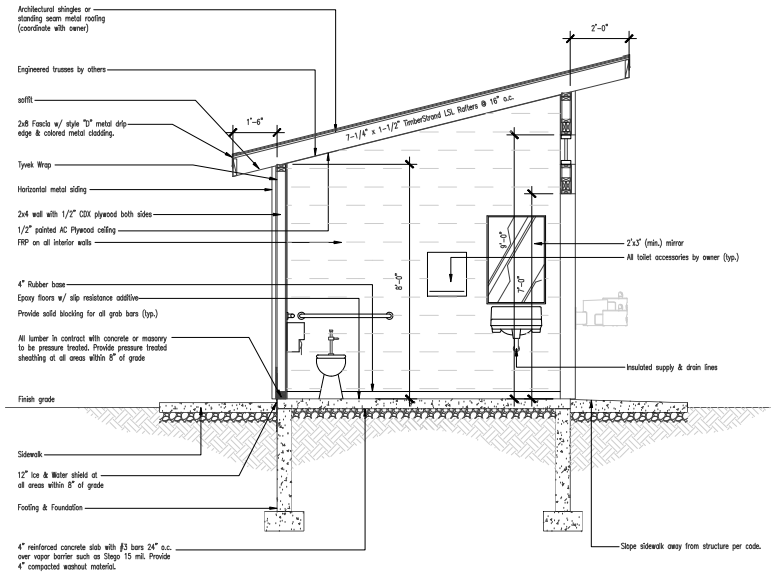
email ted@bootharchitecture.com

Elevations

Date
5/29/2025

Sheet No. A2.0



BASIC SECTION

SCALE: 1/2"=1'-0"

TED L. BOOTH STATE OF IDAHO AR 93009 LICENSED ARCHITECT

ORIGINAL SIGNED BY:
TED L. BOOTH
DATE ORIGINAL SIGNED:
5/29/2025
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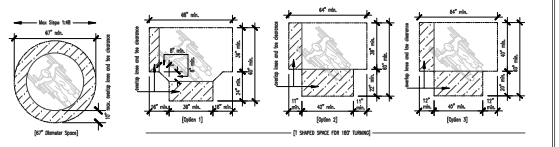
Section

Date
5/29/2025

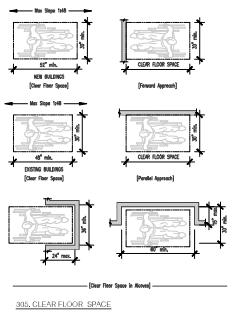
Sheet No. A2.1

ACCESSIBILITY STANDARDS

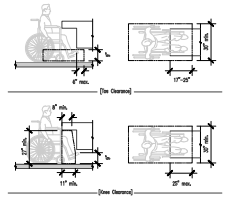
ICC A117.1–2017 Standard for Accessible and Usable Buildings and Facilities. American National Standard



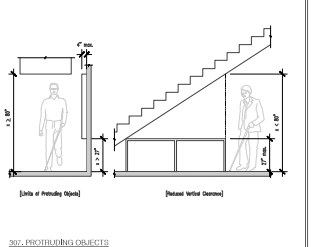
304. TURNING SPACE



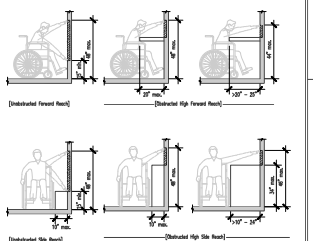
305. CLEAR FLOOR SPACE



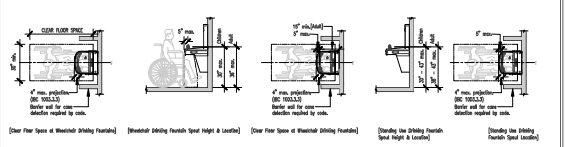
306. KNEE & TOE CLEARANCE



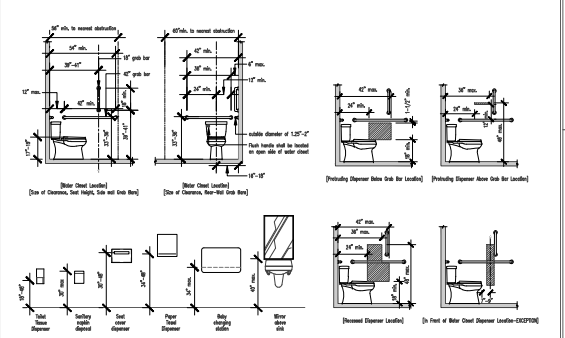
307. PROTRUDING OBJECTS



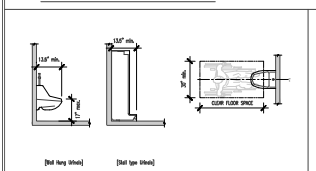
308. Reach Ranges



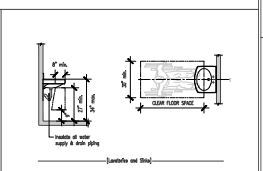
602. DRINKING FOUNTAINS & BOTTLE-FILLING STATIONS



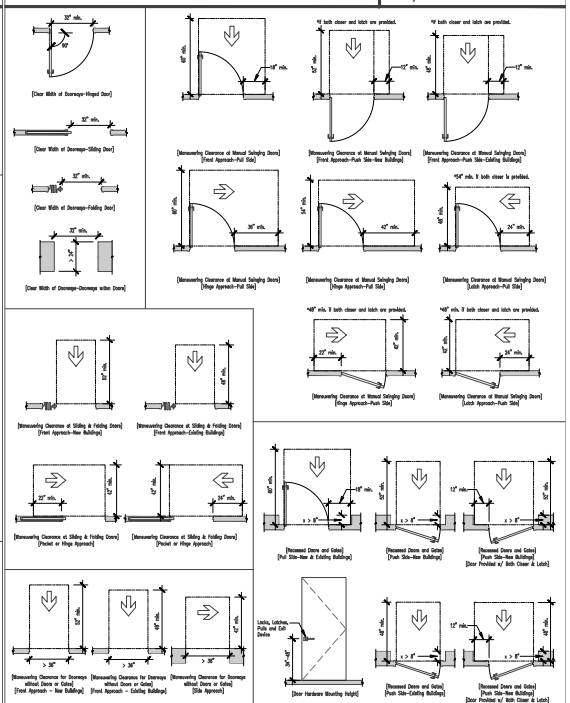
604. WATER CLOSETS & TOILET COMPARTMENTS



605. URINALS



606. LAVATORIES & SINKS



404. DOORS, DOORWAYS & GATES

TED L. BOOTH
STATE OF IDAHO
AR 93009
LICENSED ARCHITECT

ORIGINAL SIGNED BY:
TED L. BOOTH
DATE ORIGINAL SIGNED:
5/29/2025
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340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
Fax (208) 233-0263
email ted@bootharchitecture.com

ADA Standards

Date
5/29/2025

Sheet No. A2.2

Attachment D - Bid Bond

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Morco Construction, LLC
(Here insert full name and address or legal title of Contractor)
PO Box 4866 Pocatello, ID 83205

as Principal, hereinafter called the Principal, and SureTec Insurance Company
(Here insert full name and address or legal title of Surety)
Houston, TX

a corporation duly organized under the laws of the State of Texas
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
City of Pocatello
911 N. 7th Ave. Pocatello, ID 83201

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Project: Optimist Park and Ross Park Bathrooms

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of July 19 2025

(Witness)

(Principal) (Seal)

Joseph Roger Morris - Member
(Title)

(Witness)

(Surety) (Seal)

Terri Hall Attorney-in-Fact
(Title)

POA# 1210008

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Terri Hall, Barbara Helterbrand, Tim Marks

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January , 2023 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY HOUSTON TEXAS

MARKEL INSURANCE CORPORATE SEAL COMPANY ILLINOIS

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January , 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of July , 2025.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 1210008
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Print Form

Mutual Insurance Associates, Inc.

Bid Bond Request

Today's Date 7-7-2025 Bid Date 7-7-2025

Contractor's Name MORCO CONSTRUCTION

Owner/Obligee name & address ~~ROGER MORRIS~~ City Of Pocatello
~~4053 GARTON RD~~ 911 N 7th Ave
~~POCATELLO ID 83204~~ Pocatello ID 83201

Exact Title of Job OPTIMIST PARK + ROSS PARK BATHROOMS Project #

Location of Project OPTIMIST PARK + ROSS PARK

% Amount to be Subbed: ☑ None

Sitework _____ Mechanical _____

Electrical _____ Framing _____

Steel _____ Concrete _____

Masonry _____ Roofing _____

Drywall _____ Finishes _____

Others _____

Brief Description of Project CONSTRUCT NEW PUBLIC RESTROOMS

Approx Base Bid $ 258,831

+ Alternates $ 107,574

Approx Total Bid $ 366,405

Engineer Estimate $ N/A

Bid Bond % ☑ 5 ☐ 10 ☐ 20

Completion Time NOV - 20 - 2025

Penalties _____

Provide us with any SPECIAL Bond Forms

Advise us if ORIGINAL AIA Bond Forms are required

Work On Hand **(Bonded & not Bonded)**

Name of Contract	Contract Price	% Complete	Cost to Complete	Completion Date

1575 Baldy Ave. Pocatello, ID 83201 (208) 237.9696 or (800) 632.0905 · Fax (208) 237.9697 or (877) 237.9697

Attachment E - N/A

Attachment F – CDBG Supplemental General Conditions

EXHIBITS

Exhibit Name	Page No.
Bid/Contract Requirements: Insert Pages 27-51 in the Bid/Contract Documents	
Supplemental General Conditions	27
Steps to Comply with Section 3	33
Federal Labor Standards (HUD 4010)	35
(Insert Wage Decision here after Federal Labor Standards Form)	45
Project Sign Example (contact IDC Specialist)	47
Contractor's Certification Concerning Labor Standards & Prevailing Wage Requirements	49
Subcontractor's Certification Concerning Labor Standards & Steps to Comply With Section 3	51
Preconstruction Conference Packet: Distribute at Preconstruction Conference	
Preconstruction Conference Checklist	55
Federal Labor Poster	61
Additional Classification Request	65
Payroll Signature Authorization Form	67
Payroll Overview	69
Payroll (WH-347)	71
Instructions for Completing Payroll Form WH-347 & Sample Payrolls	73
No Work Performed Form	81
29 CFR 3.5 Permissible Deductions & Employee Voluntary Deduction Authorization Form	83

Exhibit Name **Page No.**

Construction Compliance Requirements: For Compliance Monitoring

Wage Rate Update Form 85
Submit completed form to IDC ten days prior to bid opening

Contractor Eligibility Form (Debarred Check) 87
Submit to IDC for authorization to award bid.

Weekly Payroll Review Form 89

Record of Employee Interview 91

Mail Interview Format/Employee Interview 95

Wage Restitution Certification Form 99

Labor Standards Enforcement Report (less than $1,000) 101

Labor Standards Enforcement Report (Willful and/or $1,000 and above)..... 103

CWHSSA Liquidated Damages Report (Contracts over $100,000) 105

Section 3 Summary Report 107

CDBG Supplemental General Conditions

These Supplemental General Conditions are to be part of an Idaho Community Development Block Grant funded construction project.

Preconstruction Conference
After the contract(s) have been awarded but before the start of construction, a conference will be held for the purpose of discussing requirements on such matters as project supervision, progress schedule and reports, payrolls, payment to contractors, contract change order, insurance, safety and other items pertinent to the project. The contractor shall arrange to have all subcontractors and supervisory personnel connected with the project on hand to meet with representatives of the engineer and owner to discuss any problems anticipated

Reports and Information
The contractor, at such times and in such forms as the owner may require, shall furnish the owner such periodic reports as requested pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

Conflict of Interest
No member, officer, or employees of the grantee, or its designees or agents, no members of the grantee's governing body and no other public official of the grantee who exercises any functions or responsibilities with respect to this contract during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this contract. All contractors shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest.

Minority Business Enterprise
Affirmative steps will be taken to assure that small, minority and female businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitation lists.
2. Assure that such firms are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into small tasks or quantities so as to permit such firms maximum participation.
4. Where possible, establish delivery schedules which will encourage such participation.
5. Use the services and assistance of the Small Business Administration, Idaho Transportation Department's Disadvantage Business Enterprise Program, and other sources when appropriate. (24 CFR Part 85.36(e)(vi))

HUD Section 3
The contractor will need to comply with 24 CFR Part 75 – Economic Opportunity for Lower Income Persons. Section 3 requires that to the greatest extent feasible the contractor will make available employment opportunities to Section 3 Workers (lower income persons) and subcontracting opportunities to Section 3 Businesses located in the project area. The contractor will need to complete the Steps to Comply with Section 3 form prior to issuance of the notice to proceed and the contractor will need to complete the Section 3 Summary Report at project completion. All subcontractors will also be required to comply with the Section 3 requirements for providing job opportunities and subcontracting.

Bonding
All bids in excess of $150,000 shall be accompanied by a guarantee equal to at least five percent (5%) of the bid amount. This guarantee may be in the form of a bond, certified check or other negotiable instrument. Bid bonds will be accompanied by power of attorney bearing the same date as the bond.

If this contract is for an amount in excess of $150,000, the contractor shall furnish a performance bond in an amount not less than one hundred percent (100%) of the contract price as security for the faithful performance of this contract. The contractor shall also furnish a payment bond in an amount not less than one hundred percent (100%) of the contract price as security for the payment of all persons performing labor under this contract and furnishing materials in connection with this contract. Idaho Code shall govern if this contract is $150,000 or less.

Public Works Licensing of Contractors
Prior to the award of the contract, bidders shall possess or obtain a license issued in the state of Idaho by the Idaho Public Works Contractors License Board in the class and type specified for the value and scope of work to be done in accordance with the provision of Title 54, Chapter 19, Idaho Code, as amended. Subcontractors undertaking to perform any work covered by the contract must also possess or obtain a license prior to award of the contract. Any construction project with an estimated cost of less than one hundred thousand dollars ($100,000) is exempt from the licensing requirement.

Standard Environmental Mitigation Measures
1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
5. If during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

Clean Air and Water Act
For all contracts and subcontracts exceeding $100,000, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1368 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended.

1. Any building, facility or site listed on the EPA List of Violating Facilities as of this contract may not be used in the performance of this contract.
2. The contractor will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Sections 114 and 308 of the respective Acts, and all regulations and guidelines issued thereunder.
3. Prior to signing this contract, the contractor shall notify the grantee of any communication from EPA indicating that a facility to be used in the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities.

4. The contractor shall include or cause to be included these four (4) provisions in every subcontract in excess of $100,000 and take such action as the government may direct as a means of enforcing such provisions.

Insurance During Construction
The contractor shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the following types of insurance Further, the contractor warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

1. Workers' Compensation Insurance and Employer's Liability Insurance:

(1) State:	Statutory Limits
(2) Employer's Liability:	$100,000 per accident
	$500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:

   (1) $1,000,000 Each Occurrence
   (2) $1,000,000 Personal Injury
   (3) $2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
   (4) $2,000,000 General Aggregate

3. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: $1,000,000 Combined Single Limit

Property or Builder's Risk Insurance
If required by the owner, the contractor shall have in effect Property or Builder's Risk Insurance**.** The Property or Builder's Risk Insurance shall include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

Certification of Nonsegregated Facilities
For contracts in excess of $10,000, the contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained.

The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. She/he further agrees that (except where she/he has obtained identical certifications from proposed subcontractors for specific time periods) she/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal

Opportunity Clause; that she/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods). *Parking lots, drinking fountains, recreation or entertainment areas.

Sign Requirements
The contractor shall supply, erect and maintain a project sign. The sign shall be located prominently at the project site as directed by the project owner. The sign shall be maintained in good condition and removed six (6) months after the project is completed. The sign shall be identical to the one included in this bidding document in overall appearance and proportion. It is to be on 4'x8' or 3'x6' plywood or equivalent material. The sign should be secured into the ground or on a vertical surface.

Contract Pricing
The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. This clause overrides all references to the cost-plus method of pricing.

Data, Patent, and Copyright
The contractor shall hold and save the owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the contract documents.

Access to Records
The grantee, the federal grantor agency, the Comptroller General of the United States, the Idaho Department of Commerce, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for three (3) years after grantee makes final payments and all other pending matters are closed. (24 CFR Part 85.36(i)(10))

Architectural Barrier Act
Any building designed, constructed or altered must be made accessible to persons with disabilities. Exceptions include (1) alterations where access cannot be provided, i.e. roofs, heating systems, water and sewer systems; (2) alterations are not structurally feasible; or (3) where Uniform Federal Accessibility Standards (UFAS) or Americans With Disabilities Act (ADA) requirements cannot be met according to undue hardship criteria. (42 USC 4151 et seq., 24 CFR Part 40 (UFAS), 24 CFR Part 8)

Lead Based Paint
For all residential new construction or rehabilitation, use of lead based paint on any interior surface, whether accessible or inaccessible, and exterior surfaces readily accessible to children under seven (7) years of age is prohibited. *The surfaces of all existing structures must be inspected.* If lead based paint is found on any interior surfaces or accessible surfaces, it must be treated and repainted with two (2) coats of nonlead paint; or completely removed; or covered with a suitable material such as gypsum wallboard, plywood or plaster. (42 USC 4801 et seq., 24 CFR Part 35)

Davis-Bacon and Related Acts
See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Copeland "Anti-Kickback" Act
See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Contract Work Hours and Safety Standards Act, Sections 103 and 107
See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Executive Order 11246: Equal Employment Opportunity
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: *employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.* The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8 The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided, That* if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Idaho Certifications

1. Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Grant exceed one hundred thousand dollars ($100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Grant engage in, a boycott of goods or services from Israel or territories under its control.

2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Grant be owned or operated by the government of China.

Steps to Comply with Section 3

***This form must be completed by the awarded prime contractor and all of his/her subcontractors prior to issuing the notice to proceed.**

From: _____ **For**: _____
Name of Contractor Name of Project

What is Section 3?
Under Section 3 of the Housing and Urban Development Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being awarded has Idaho Community Development Block Grant funding which is subject to HUD requirements. ***Covered prime contractors and subcontractors are required to show a good faith effort to:**

A. Provide employment and training opportunities for ***Section 3 Workers***.
B. Provide opportunities for ***Section 3 Businesses*** for construction contracts.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than $34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

Part I. Affirmative Action Plan for hiring and training Section 3 Workers:

A. The total number of new hires I need for this project is _____.

B. Activities planned to meet Section 3 hiring objectives (check those applicable):
( ) Recruit through local advertising and social media.
( ) Recruit by contacting the local housing authority.
( ) Utilize the recruiting services provided by the Idaho Department of Labor.
( ) Utilize the services of local apprenticeship or training programs.

C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Workers is _____.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

A. Activities planned to recruit Section 3 Businesses:
( ) Recruit via Section 3 Business Registry – www.hud.gov/sec3biz "Search for a Business."
( ) Recruit by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center, the ITD Disadvantage Business Enterprise (DBE) program, and area TERO programs.

B. I will award _____contracts in connection with these project activities.
1) Of any of the subcontractors to be awarded are you aware if any are section 3 businesses? Yes ____ No ____
2) The total estimated dollar value of contracts awarded to Section 3 Businesses is $_____.

I certify to the greatest extent possible I will hire and train Section 3 Workers and will obtain subcontracts from Section 3 Businesses.

_____ _____
Signature (Prime Contractor or Subcontractor) Date

a

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**
   i. **Withholding requirements**
   The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
   ii. **Priority to withheld funds**
   The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
      A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
      B. A contracting agency for its reprocurement costs;
      C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
      D. A contractor's assignee(s);
      E. A contractor's successor(s); or
      F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
3. **Records and certified payrolls**
   i. **Basic record requirements**
      A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
      B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
      C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

   i. **Apprentices**

      A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

      B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

      C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

      D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

   ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

(INSERT DAVIS BACON WAGE DECISION HERE)

City or County
Name of Project

FUNDED BY:

IDAHO COMMERCE

HUD / Community Development Block Grant

Brad Little, Governor

(Insert other funding agency or local government)

Design Professional: _____

Prime Contractor: _____

Example

Prime Contractor's Certification
Concerning Federal Labor Standards (Davis Bacon)

Local Government Name:
_____

CDBG Number and Project
Name:_____

The undersigned prime contractor, having executed a contract with _____
(Local Government)

in the amount$_____ for the construction of the above-identified project, certifies that:

1. He/she will comply with the Federal Labor Standards Provisions (e.g. Davis-Bacon Act, Copeland Act, Contract Work Hours and Safety Standards Act) and Prevailing Wage Decision(s) are included in the project's contract documents.

2. All laborers and mechanics employed on the project will be paid according to the appropriate Prevailing Wage Decision #_____, MOD#_____.

3. Corrections of any infractions of the Federal Labor Standards Provisions, including infractions by any subcontractors and any lower tier subcontractors, is this contractor's responsibility.

4. Neither this contractor, any subcontractor, nor any affiliates, have been declared ineligible to participate in federally funded construction projects.

5. Contractor agrees to obtain and forward all Subcontractors' Certification concerning Federal Labor Standards Provisions and Prevailing Wage requirements to the Local Government or Local Government's representative within ten (10) days after execution of any subcontract.

_____ _____
Prime Contractor Tax ID Number

_____
Address

_____ _____
City, State ZIP DUNS Number

_____
Prime Contractor Signature

_____
Date

Subcontractor's Certification
Concerning Federal Labor Standards (Davis Bacon)

Local Government Name:
_____

CDBG Number and Project
Name:_____

The undersigned subcontractor, having executed a contract with _____for
(Prime Contractor)

_____
(Nature of Work)

in the amount$_____ for the above-identified project, certifies that:

1. He/she will comply with the Federal Labor Standards provisions (e.g. Davis-Bacon Act, Copeland Act, Contract Work Hours and Safety Standards Act) and Prevailing Wage Decision(s) as per the project's contract documents.

2. All laborers and mechanics employed on the project will be paid according to the appropriate Prevailing Wage Decision #_____,
MOD#_____.

3. Corrections of any infractions of the Federal Labor Standards Provisions, including infractions by any lower tier subcontractors, is this subcontractor's responsibility.

4. Neither this subcontractor, nor any affiliates, have been declared ineligible to participate in federally funded construction projects.

5. This subcontractor agrees to forward a Subcontractor's Certification concerning Federal Labor Standards provisions and Prevailing Wage requirements to the Prime Contractor within ten (10) days after execution of any subcontract.

_____ _____
Subcontractor Tax ID Number

_____
Address

_____ _____
City, State ZIP DUNS Number

_____
Subcontractor Signature

_____
Date

Steps to Comply with Section 3

***This form must be completed by the subcontractor.**

From: _____ **For**: _____
Name of Subcontractor Name of Project

What is Section 3?
Under Section 3 of the Housing and Urban Development Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being awarded has Idaho Community Development Block Grant funding which is subject to HUD requirements. ***Covered prime contractors and subcontractors are required to show a good faith effort to:**

A. Provide employment and training opportunities for ***Section 3 Workers***.
B Provide opportunities for ***Section 3 Businesses*** for supplies, services, and construction contracts.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than $34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

Part I. Affirmative Action Plan for hiring and training Section 3 Workers:
A. The total number of new hires I need for this project is _____.
B. Activities planned to meet Section 3 hiring objectives (check those applicable):
( ) Recruit through local advertising and social media.
( ) Recruit by contacting the local housing authority.
( ) Utilize the recruiting services provided by the Idaho Department of Labor.
( ) Utilize the services of local apprenticeship or training programs.
C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Workers is _____.

Part II. Affirmative Action Plan for contracting (sub-subcontracts) with Section 3 Businesses:
A. Activities planned to recruit Section 3 Businesses:
( ) Recruit via Section 3 Business Registry – www.hud.gov/sec3biz "Search for a Business."
( ) Recruit by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center, the ITD Disadvantage Business Enterprise (DBE) program, and area TERO programs.
B. I will award _____contracts in connection with these project activities.
3) Of any of the sub-subcontractors to be awarded are you aware if any are section 3 businesses? Yes ____ No ____
4) The total estimated dollar value of contracts awarded to Section 3 Businesses is $_____.

I certify to the greatest extent possible I will hire and train Section 3 Workers and will obtain construction subcontracts from Section 3 Businesses.

_____ _____
Signature (Subcontractor) Date

Preconstruction Conference Checklist		
1. PROJECT NAME AND NUMBER	**2. LOCATION OF PROJECT** (City, County)	
3. BRIEF DESCRIPTION OF PROJECT	**4. CHARACTER OF CONSTRUCTION** ☐ **Building** ☐ **Residential** ☐ **Heavy** ☐ **Other (specify)** ☐ **Highway**	
5. WAGE DECISION NO. (include modification number, if any)		**6. CONTRACT AMOUNT:** **$**
7. PRIME CONTRACTOR	**8. DATE & PLACE OF CONFERENCE**	
9. GRANT ADMINISTRATOR	**10. ENGINEER/ARCHITECT**	
11. ATTENDEE LIST ☐ **Attached**		

☐ **Responsibilities of Consulting Engineer/Architect: (Does not "supervise" the contractor's employees, equipment or operation.)**
Assure owner obtains desired facility. Certifies payment estimates. Prepares any change orders. Requests any other funding as soon as allowed. General review of the work by a registered professional engineer/architect. Supervises resident inspector. Issues Statements of Substantial Completion. Provide as-built drawings. Approves shop drawings.

☐ **Responsibilities of Grantee/Governing Body: (Actual contracting Organization)**
Monitors consultant, inspectors & contractor's activities and provides funding agencies with a narrative explaining (1) any schedule slippage; (2) quantity overruns (analysis & explanation); (3) any significant problems, delays, or adverse conditions and the action taken or contemplated to resolve immediately; (4) any favorable developments. Approves change orders and payment estimates. Member of final inspection team. Works through engineer/architect.

☐ **Responsibilities of CDBG Grant Administrator (Must see that approval conditions are observed and represents the Grantee's interests.)** Works to ensure the project is in compliance with CDBG rules and regulations. Rules and regulation include, but are not limited, to project eligibility, acquisition, environmental, procurement, labor standards, citizen participation, and civil rights.

☐ **Responsibilities of Contractor: (Review contract terms.)**
Furnished all materials, labor, equipment necessary to construct per plans & specifications. Notifies engineer/architect of any discrepancies. Completes job on schedule.

☐ **Responsibilities of Any Other Agency Contributing to the Project:**

☐ **General Discussions of Contract:**

A. Alternative Specifications: (Does everyone understand the alternatives applicable to the contract as awarded)?

B. Initiating Construction: (Notice to Proceed): _____

C. Completion Time of Contract: _____days to substantial completion and _____ days to final completion

D. Liquidated Damages: $_____ per day for delay of substantial completion and $_____ per day for delay of time between substantial completion and project completion.

E. Request of Extension of Contract Time: Must be made with a change order in writing to consultant or owner promptly.

F. Procedures for Making Partial Payments: Partial payment estimates prepared on the _____day of each month. Use form (USDA-RD) RD 1924-18, or EJCDC 1910-8-E, or AIA G702 & G703, or a similar form. The form should include, at a minimum, signature blocks and certification statements for the contractor, owner, and design professional to certify completion of work to date. **Note: CDBG payments can take up to 30 days.**

G. Guarantee on Completed Works: (Materials, Installed Equipment, Workmanship, Etc.): One year after substantial completion. Performance Bond is in effect one year after final acceptance.

H. Other Requirements of the Contract and Specifications which Deserve Special Discussion by All Parties: See attached engineer's/architect's preconstruction conference checklist. Environmental/Cultural issues; mitigation measures.

I. Multiple Funding Agencies: Determine schedule of draws from each agency and discuss the timeline and timeliness of availability of funds.

☐ **Contractors Schedule and Other Personnel:**

Manager/Supervisor: _____ **Cell Phone:** _____
Other: _____ **Cell Phone:** _____

A. Analyze Work Schedule in Sufficient Detail to Enable Consulting Engineer/Architect to Plan His Operations: (Considerations must be given to needs of Owner and the planned operations of other contractors.)

Contractor will provide work schedule to Engineer/Architect as soon as possible. Schedule showing monthly quantity completion for major items must be furnished before first payment estimates. Send copy to IDC.

B. Equipment to be used by Contractor:

C. Contractor's Plans to Delivering Materials to Project Site: (Protection and storage of Materials.) as per contract documents.

☐ **Sub-Contracts: (Review and approval of proposed Sub-Contractors and their work schedules.)**

☐ **Status of Materials Furnished by Owner:**
A. Schedule for Future Deliveries:

B. Procedures to be adopted by contractor in accounting for and storing such materials:

C. Other: Storage Location

☐ **Change Orders:** (Detailed explanation of procedure to be followed and clearance. Which must be obtained before changes are implemented). Required before additional work accomplished including quantity overruns. Estimate overruns, final cleanup change order. Use unit prices bid or

if not applicable, negotiated unit or lump sum prices. Contractor warned may not be paid for changes if not covered by fully approved change order. Call for verbal approval if holding up work. Determine form to be used.

☐ **Staking of Work: (Clearly Define responsibilities of Architect/Engineer and Contractor. Engineer/Architect must furnish Line and Grade.)**
Engineer/Architect to furnish baseline and bench marks per contract

☐ **Project Inspection:**

A. Functions of Consulting Architect/Engineer. Including Records and Reports: All inspection must be recorded. Copy of page entries made available to CDBG Grant Administrator or IDC Representative, if requested.

B. Responsibilities of Owner: Monitor, pre-final, final inspection, 11-month inspection after substantial completion.

C. Safety and Sanitary Regulations: OSHA and AGC's Manual.

☐ **Final Acceptance of Work: Final Acceptance of Work: (Include requirements for tests and cleanup of project site.)**
When everything is 100% complete.

☐ **Right-of-Way and Easements:**

A. Explain any Portion of Project Not Available to Contractor:

B. Contractors Responsibilities During Work Covered by Contract:
Protect adjacent property.

C. Coordination with Railroads, Highway Departments and Other Organizations:

☐ **Davis-Bacon and Related Acts (DBRA)** requires the payment of prevailing wage rates to all laborers and mechanics working on the construction site. The prevailing wages for this project are listed in the contract documents. Prevailing wages include a basic hourly rate of pay and in most cases a fringe benefit payment.

The Copeland Act makes it a crime for anyone to require any laborer or mechanic to kickback any part of their wages. Consequently, the only deductions that can be taken out of employee's paychecks are those **required by law** or those **authorized** by the employee **in writing**. **The Copeland Act also requires that every contractor pay their employees weekly and submit weekly certified payroll reports (CPRs).**

The Contract Work Hours and Safety Standards Act (CWHSSA) requires time and one-half pay for hours worked over 40 in any workweek. The time and one-half is computed on the basic hourly wage and then the fringe amount is added to it. CWHSSA violations carry a liquidated damages penalty of ten dollars per day per violation. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

☐ **Additional Classifications**
If the work classification(s) needed do not appear on the wage decision, a request for an additional classification and wage rate will be needed. The grant administrator can assist you in this process. These additional classifications and rates must be approved by the USDOL.

☐ **Post on Job Site**
The contractor is required to display in a **conspicuous place** the following:
The **Wage Decision** for this project.

All Additional Classifications for this project.
The Secretary of Labor's **Wage and Hour poster** (See page 57)
Equal Employment Opportunity Poster

☐ **Payrolls**

A. Original payrolls must be submitted **weekly** by all contractors and subcontractors.

B. Contractors are not required to use Payroll Form WH-347; but the payroll used must contain all of the information that is required on the WH-347 and the Statement of Compliance must be the exact wording as on the reverse of WH-347.

C. Payroll deductions must be made according to USDOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" any of their earnings.

D. If fringe benefits are paid to a plan instead of in cash, the hourly contribution must be determined. Documentation of the plan and the amount paid into the plan per employee must be submitted with the first payroll.

E. If payrolls are not numbered sequentially by the respective contractor or subcontractor, then submit a letter or the "No Work" form to the contract administrator for the period that work is not performed so that a continuous record is maintained. A form may be submitted for extended periods of inactivity on the job.

F. General and all subs submit Signature Authorization Form stating who is designated to sign payrolls if someone other than the owner signs them (see page 59).

G. Payrolls must be submitted to the Prime Contractor, within seven (7) days after the payroll period ends.

H. Prime Contractor must submit payrolls to the Grant Administrator.

☐ **Contractor/Subcontractor Certifications Concerning Labor Standards** (See pages 43-46).
Contractor/subcontractor certifications are to be submitted within ten (10) days of signing the contract.

Prime contractors are responsible for the payment of employees of subcontractors and lower tier subcontractors in compliance with Labor Standards Provisions.

☐ **Split Classification**
If employees perform work in more than one classification during the workweek, the wage rates specified for each classification can be paid **only** if accurate time records are maintained showing the amount of time spent in each classification of work. If there is a dispute, the contractor will be asked to provide the employee time records. If accurate time records are not maintained, the employees must be paid the highest wage rate of all the classifications for work performed.

☐ **Proper Designation of Trade**
The classification of each employee must be selected from the wage decision or an approved Additional Classification based on the actual type of work performed. Each worker must be paid no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters, even if they aren't considered by the contractor to be fully trained as a Carpenter. **The only people who can be paid less than the rate for their craft are apprentices registered with the USDOL.**

☐ **Foremen**
Foremen or supervisors that regularly spend more than 20% of their time performing construction work are covered laborers and mechanics (workers, employees) for labor standards purposes and must be paid the designated wage for the classification in which they work.

☐ **Relatives**
Relatives are not exempt from Davis-Bacon requirements and must be paid the prevailing wage rate for the classification of work performed.

☐ **Apprenticeship Provisions**
Idaho **does not** have an approved (by the USDOL) apprenticeship or trainee program, so **all apprentices must be registered with the USDOL, Bureau of Apprenticeship and Training,** to be paid less than the Davis-Bacon rate for the work they perform.

1. Documentation of Apprentice registration must be submitted with the first payroll on which he appears. If the papers are not submitted, the employee must be paid the mechanic rate for the classification of work being performed. The apprentice must be registered prior to going to work on the job.
2. The Journeyman - Apprentice ratio must be observed. If more apprentices per journeyman are used than permitted, the extras must be paid at the journeyman's rate.

The Idaho Department of Labor's Apprenticeship Idaho program can help contractors register workers in an approved USDOL registered program. Apprenticeship Idaho acts as a liaison between Idaho contractors and the USDOL-Office of Apprenticeship. They will help contractors develop their Registered Apprenticeship Program (RAP), write standards, and get them registered.
Contact the Apprenticeship Idaho team at: apprenticeship@labor.idaho.gov

☐ **Wage Interviews**
Every contractor must make their employees available for interviews at the job site with the grant administrator or other agency representative.

☐ **Working Subcontractors**
In the event the general contractor or the subcontractor hires a self-employed proprietor (someone who has no employees so will perform all the work himself/herself), the Davis-Bacon rate must be paid.

The following procedure must be followed:
1. Report the self-employed proprietor on the certified payroll of whoever hired them.
2. "Owner-operators" of trucks who are independent contractors and working on site, must be reported on weekly payrolls. The payrolls do not need to show the hours worked or rates, only the notation Owner-operator."

☐ **Truck Drivers**
Truck drivers employed by a construction contractor or construction subcontractor are not covered by Davis-Bacon prevailing wage requirements while engaged in transporting materials or supplies to or from **(BUT NOT DIRECTLY ON)** the site of the work. **These truck drivers must be paid Davis-Bacon rates for their time spent while employed "directly upon the site of the work."** They would also be covered while hauling between the project site and any special facilities established exclusively for the project (i.e., "dedicated facilities" under 29 CFR 5.2(1)(2)).

☐ **Violations** can result in:
Withholding of funds, termination of the contract or contractor debarment.

☐ **Equal Employment Opportunity**
The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: *employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.* The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. For full explanation see Executive Order 11246.

☐ **Section 3**

1. What is Section 3?
   Whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low to moderate income residents and businesses in the area. This project being awarded has Idaho Community Development Block Grant funding which is subject to HUD's Section 3 requirements. Covered prime contractors and subcontractors are required to show a good faith effort to:

   Provide employment and training opportunities for ***Section 3 Workers***.
   Definition of a Section 3 Workers: A low to moderate income person residing in the County in which the ICDBG funds are expended. A low to moderate income person typically has an annual income of less than $34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.
   Provide opportunities for ***Section 3 Businesses*** for Individuals construction contracts.
   Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Residents or see Section 3 Business Registry for Idaho: www.hud.gov/section3biz

2. Covered contractors must keep records documenting good faith efforts taken and results of these efforts.

3. Contractors are required to complete a Steps to Comply with Section 3 and a Section 3 Summary Report. The Section 3 Summary Report must be submitted to the Idaho Department of Commerce prior to substantial completion.

☐ **Placement of Project Signs & Posters:**
EEO Poster in office where hiring and on-job trailer. Provide contractor with information for project sign. Location of sign.

☐ **Handling Disputes:** First try informally in conference with all parties.

Contractor Signature	Date
Owner/Grantee Signature	Date
Grant Administrator	Date
Design Professional	Date

Send copy to Department of Commerce. Attach signup sheet of subcontractors and other attendees

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT
FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may appy if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON
PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.

Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 SPA (Revised April 2009)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 8/31/2022)

1. FROM (*name and address of requesting agency*)

Idaho Department of Commerce
Community Development Division
P.O. Box 83720
Boise, ID 83720-0093

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

☐ Building ☐ Residential
☐ Heavy ☐ Other (specify)
☐ Highway

6. WAGE DECISION NO. (include modification number, if any) **DATE of WAGE DECISION:**

☐ COPY ATTACHED

7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):

8. WORK CLASSIFICATION(S)	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. PRIME CONTRACTOR (name, address)

9a.
☐ Agree
☐ Disagree

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

9b. SIGNATURE **DATE**

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
☐ The proposed classification is utilized in the area by the construction industry.
☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**
☐ **One or more classifications fail to meet all criteria. DOL decision requested.**

Agency Representative
(Typed name and signature)

Date

Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

HUD-4230A (8-19) PREVIOUS EDITION IS OBSOLETE

SUBJECT TO APPROVAL BY THE U.S. DEPARTMENT OF LABOR

Instructions for filling out the Additional Classification and Wage Rate Form 4230A

Submit a written, signed request to Commerce naming the work classifications and the wage rates, including any fringe benefits that are proposed.

Grant Administrator: Complete items 2 through 10 and all "check all that apply" fields. Submit a copy of this form to Commerce with a complete copy of the applicable Davis-Bacon wage decision.

1. Enter the name and address of the submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, new construction: 3-4 story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of the form:

Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in the "Check All That Apply" section to ensure that each factor is considered and met. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

Submit the completed form to Commerce with a copy of the applicable Davis-Bacon wage decision.

Commerce: If the request meets all criteria, Commerce will check the appropriate box, sign and date the form, enter agency contact information and submit a copy of the completed form to the DOL for approval.

Payroll Signature Authorization Form
Certificate from Contractor Appointing Officer
or Employee to Supervise Payment of Employees
(HUD -5282)

Grant Recipient _____ CDBG No. _____

Project Name _____ Date _____

Location _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for _____ *(Specify "General Construction," i.e., plumbing, electrical, etc.)* in connection with construction of the above mentioned CDBG[1] Project, and (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning *(Date: mm/dd/yyyy)*_____; That he/she is in a position to have knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute that he is to execute with (my) (our) full authority and approval until such times as (I) (we) submit to the *(Grant Recipient)*____ a new certificate appointing some other person for the purposes hereinabove stated.

_____ _____
(Identifying Signature of Appointee) *(Name of Firm or Corporation)*

_____ By: _____
(Signature) *(Signature)*

_____ _____
(Title) *(*Title*)*

_____ _____
(Date) *(*Date*)*

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

[1]Idaho Community Development Block Grant Program

Payroll Overview

Project Name: _____

Contractor/Subcontractor: _____

Wage Decision No. and Modification(s): _____

Name of Payroll Clerk _____

Contact Information for Payroll Clerk _____

List below the job classification, basic hourly rate, and fringe benefit rate for each job classification of employees you will utilize during the entire project. You must use the job classification from the approved wage decision listed above. If the approved wage decision does not include a job classification needed for the project, an additional job classification must be obtained. Contact the Grant Administrator for assistance.

JOB CLASS	BASIC HOURLY RATE*	FRINGE BENEFIT RATE	OVERTIME RATE
"Power Equipment Operator – Bulldozer"			

*The basic hourly rate includes the zone rate where applicable

Check the applicable box:
1. ☐ All Fringe benefits are paid in cash for all employees.
2. ☐ All Fringe benefits are paid to a plan for all employees
3. ☐ Fringe benefits are paid part in cash and part to a plan for all employees

If Fringe benefits are paid in whole or part to a plan, attach a copy of the:

- Letter from U.S. Department of Labor declaring plan acceptable (if available) **or**;
- Letter from the Idaho Department of Commerce – CDBG Program declaring plan acceptable (if available), include documentation of payment within last quarter and documentation of renewal of plan if plan expired since date of letter **or**;
- Plan(s) and documentation(s) of payment for all funded plans, including but not limited to the Health Insurance Plan, Retirement Plan, Liability Insurance, and Disability Insurance.

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

OMB No. 1235-0008
Expires: 04/30/2018

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐		ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME, AND EMPLOYEE NUMBER	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS — FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits. **Public Burden Statement** We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____
I, _____ _____
(Name of signatory party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or subcontractor)

_____; that during the payroll period commencing on the
(Building or work)

_____ day of _____, 20_____, and ending the _____ day of _____, 20_____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. §3145), and described below:

_____
_____
_____
_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	**EXPLANATION**

REMARKS

NAME AND TITLE	SIGNATURE

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Instructions for Payroll Form WH-347
For CDBG Funded Projects

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3,5.5(a). The Copeland Act (40 U.S.C § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5 (a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs, or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all the monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page two of payroll) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory

Project or Contract No.: Self-explanatory

Column 1 – Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 – No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer of Agency representative. An individual may be shown as having worked in more than one classification provided an

accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours Worked: List the day and date and second straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act, enter hours worked in excess of 40 hours a week as "overtime."

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay: In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "12.50/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours and Safety Standards Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 – Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first enter amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under the fifth "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals – Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS – Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate

paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: if not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate must not be less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 of the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4 (c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

HOW TO COMPLETE PAYROLL FORMS
(Front Section)

For Subcontractors only:
Enter IRS number on first payroll.
Check correct box.

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
Expires 04/30/2018

IRS# 24169475

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐		ADDRESS	
ABC Construction		1234 Main Street, Nampa, Idaho	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
12 Final	July 9, 2018	City of Reubens	CDBG-18-II-20-PF

Payrolls must be numbers sequentially. Write the work "Final" after the number on you last payroll.

Enter days of week work was performed.

RATE OF PAY (Column 6)

- Straight Time: Include fringe amount ONLY IF YOU PAY ALL OR PART IN CASH. (See back of payroll if you pay fringe amount to plan, fund or program.
- Overtime: is calculated at (1 ½ x base) + fringe. Include fringe amount in this column ONLY IF YOU PAY ALL OR PART IN CASH. (See back of payroll if fringe amount paid to plan, etc.)

Specify

- Type of deduction
- Total deduction withheld

(1) NAME AND IDENTIFICATION NUMBER OF EMPLOYEE	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S 10	M 11	T 12	W 13	T 14	F 15	S 16 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	State Tax	Medi cal	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Carson Wentz #1256	1	Electrician	O						10		10	15.00	555.00	42.00	36.24	4.50	2.60	1.31	86.67	464.33
			S		10	10	10	10			40	10.00								

Identification # required:

- The first time the workers name appears on the payroll.

Fill in the classification EXACTLY as it appears on the determination.

If classification is for a power equipment operator, indicate type, size, horsepower

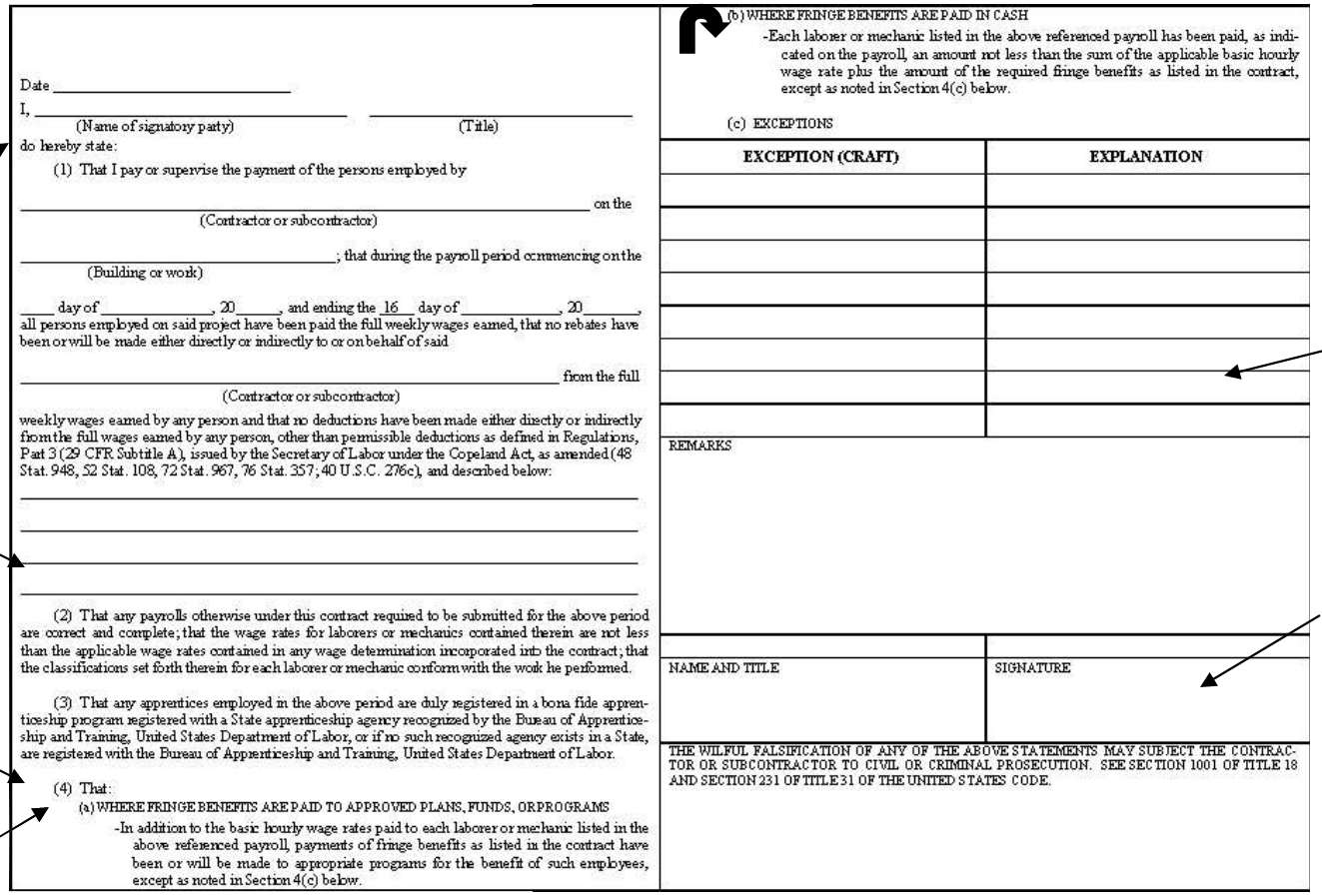
OVERTIME

- Hours on this project contracted exceeding 40 per week.

STRAIGHT TIME

- Hours worked on this contract up to 40/wk

Enter gross, each deduction and net. Check your figures. Subtract the total amounts withheld from the total gross. The result should equal the total in Column 9.



Date _____

I, _____ _____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or subcontractor)

_____; that during the payroll period commencing on the
(Building or work)

____ day of _____, 20_____, and ending the 16 day of _____, 20_____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 52 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Section must be fully completed.

List **"Other"** deductions subtracted from wages

Write in names of trades benefits

List exceptions to (a) or (b) by Craft or employees affected. See Payroll Instructions, "Use of Section 4(c) Exceptions," for additional information.

Must be signed by owner or employee authorized by owner to sign.

Include type of benefit payment:

(a) Required fringe amount paid to approved plans, funds or programs (be sure to include payment for overtime worked). Include with first payroll a copy of the plan, fund or program and documentation that the required amounts were paid into plan, etc.

OR

(b) Required fringe amount paid in cash (above right)

NOTE: If fringe amount is paid in part to approved plan, fund or program and part in cash, see Payroll Instructions, "Use of (4)(c) Exceptions.

HOW TO REPORT: *** Apprentice Wages**
*** Overtime involving contract work hours and safety standards act when employee works on multiple federal projects.**

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

PAYROLL

Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐		ADDRESS	
ABC Construction		1234 Main Street, Nampa, Idaho	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
11	July 9, 2018	City of Reubens	ICDBG-18-II-20-PF

(1) NAME AND IDENTIFICATION NUMBER OF EMPLOYEE	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY S 3	M 4	T 5	W 6	T 7	F 8	S 9	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Allen Robinson	1	Apprentice Carpenter 1st 6 mo. 40%	O										107.04	7.69	12.60	2.62	1.31	1.26	25.47	117.32
			S		4			8	8		20	5.35								
			O																	
			S																	
Mitchell Trubisky	2	Carpenter	O						8	8		20.07	160.56	34.00	75.00	9.00	6.47	4.20	125.61	342.23
			S									13.38								
			O																	
			S																	

Allen Robinson

- Shows apprentice classification
- Shows step percentage
- Attach copy of registration in approved DOL program with first payroll.

Mitchell Trubisky

- Although Staunton only worked 8 hours on this contract, he is entitled to 8 hours overtime. That is because Staunton worked 40 hours on other federally funded project this week.

HOW TO REPORT: *** Times and wages if employee works more than one classification during the week.**
*** When an employee moves.**

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐	ADDRESS
ABC Construction	1234 Main Street, Nampa, Idaho

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
11	July 9, 2018	City of Reubens	ICDBG-18-II-20-PF

(1) NAMEAND IDENTIFICATION NUMBER OF EMPLOYEE	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY S 3	M 4	T 5	W 6	T 7	F 8	S 9	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Matthew Stafford	1	Carpenter	O										242.56	24.43	74.80	8.35	4.18	5.25	117.01	300.59
			S		8	8	4		3		23	8.92								
Matthew Stafford	1	General Laborer	O						1		1	10.20								
			S				4				4	6.80								
Jamaal Charles	2	Carpenter	O										356.80	20.87	54.50	7.14	3.57	3.20	89.28	267.52
			S		8	8	8	8	8		40	8.92								

Matthew Stafford

- Since Stafford worked at more than one classification during the week:
- Use 2 lines, one for each classification
- Gross amount earned can be totaled and entered on one line

HOW TO REPORT: *** Working Subcontractor**
*** Owner Working with Employees.**

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐		ADDRESS	
ABC Construction		1234 Main Street, May, Idaho 83415	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
1 - Initial	July 9, 2018	City of Reubens	ICDBG-18-II-20-PF

(1) NAME,AND IDENTIFICATION NUMBER OF EMPLOYEE	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE S 3	M 4	T 5	W 6	T 7	F 8	S 9	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Walter Payton #4567	2	Carpenter	O										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								
Travis Kelce #9876	1	Carpenter	O										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								
Patrick Mahomes II #3456	2	Painter	O											Self Employed Public Works License #05461						
			S																	
Cam Newton #7890	1	Carpenter	O												Owner					
			S		8	8	8	8	8		40									
Wes Welker #4567	2	Carpenter	O										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								
Russell Wilson #1065	1	Carpenter	O										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								

- Working Subcontractor
  - Report on payroll of whomever hires him or her

NO WORK PERFORMED

I hereby certify that no work was performed by the undersigned contractor and/or employees on the construction of:

Project No.: _____

Project Name: _____

During the period dating from _____ 20____

through _____ 20 _____.

By: _____

Title: _____

Date: _____

Contractor: _____

Comments:

_____
_____
_____
_____.

Employee Voluntary Deduction Authorization Form

Date: _____

Project Name: _____

CDBG Project Number: _____

I have chosen to enroll in the payroll deduction programs made available on a voluntary basis. I hereby authorize _____, my employer, to withhold from my compensation for the programs checked below for the corresponding, one time only deduction program or a continuous deduction program. The consent to participate in these programs is not a condition either for the obtaining of or for the continuation of employment.

One time Only	**Continuous**	
☐	☐	Reconciliation of a wage advance – 29 CFR 3.5 § b
☐	☐	Health Insurance plan – 29 CFR 3.5 § d
☐	☐	Retirement Plan (IRA, 401K, or other pension plan) – 29 CFR 3.5 § d
☐	☐	Liability Insurance – 29 CFR 3.5 § d
☐	☐	Disability Insurance – 29 CFR 3.5 § d
☐	☐	Vacation Plan (funded program) – 29 CFR 3.5 § d
☐	☐	Loan Repayment to Credit Unions– 29 CFR 3.5 § f
☐	☐	Union Dues – 29 CFR 3.5 § i
☐	☐	Tool withholding, which is a direct benefit to me – 29 CFR 3.5 § j & k
☐	☐	Other: _____
☐	☐	Other: _____

_____ _____

(Type of Print Name of Employee) (Signature of Employee)

Information to be provided by the employer in absence of signed form:
Attach, if not already provided to the Grant Administrator:

- A copy of the benefits plan for employees **and**;
- Letter from U.S. Department of Labor declaring plan acceptable **or**;
- Letter from the Idaho Department of Commerce declaring the plan acceptable and documentation of most recent renewal of plan if plan expired since date of letter **or**;
- Plan(s) and documentation(s) of payment for all funded plans, including but not limited to the Health Insurance Plan, Retirement Plan, Liability Insurance, and Disability Insurance.

WAGE DETERMINATION UPDATE FORM

Project: _____
CDBG- _____

IDC Project Manager: _____

Date/Time: _____

Bid Opening Scheduled For (Date/Time): _____

Projected Contract Award Date: _____
Is Contract Award Date within 90 days of Bid Opening? (If No, a new Wage Rate Update will be required prior to Award)

Wage Decision Used in Bid Document:

Highway **ID**_____ Modification # _____ Publication Date: _____

Heavy **ID**_____ Modification # _____ Publication Date: _____

Building **ID**_____ Modification # _____ Publication Date: _____

Residential **ID**_____ Modification # _____ Publication Date: _____

Are these rates still current? ☐**Yes** ☐**No**

If no, the new Wage Decision that will apply to the project:

Highway **ID**_____ Modification # _____ Publication Date: _____

Heavy **ID**_____ Modification # _____ Publication Date: _____

Building **ID**_____ Modification # _____ Publication Date: _____

Residential **ID**_____ Modification # _____ Publication Date: _____

Comments: _____
_____
_____

Signed: _____
Certified Grant Administrator

CONTRACTOR ELIGIBILITY FORM
(Debarred Check)

Project: _____
CDBG- _____

IDC Project Manager: _____

Project Description: _____

Bid Opening Date/Time: _____

Projected Contract Award Date: _____
(If Contract Award date is more than 90 days after Bid Opening date, a new Wage Rate Update will be required prior to Award)

Wage Rates to be Used in Contract:

Highway **ID**_____ Modification # _____ Publication Date: _____

Heavy **ID**_____ Modification # _____ Publication Date: _____

Building **ID**_____ Modification # _____ Publication Date: _____

Residential **ID**_____ Modification # _____ Publication Date: _____

Name of Company _____

DUNS Number:_____

Company Address: _____

President/CEO: _____

Bid Amount: _____

Date of Clearance: _____

Signed: _____
Specialist
Idaho Department of Commerce

Contractor/Subcontractor Weekly Payroll Review Form

Contractor/Subcontractor Name:_____Project/Grant No._____
Date Reviewed/Reviewed by: _____

		Yes	No	N/A
1.	Did the Contractor attend the pre-construction conference?	_____	_____	_____
2.	Did the Contractor complete the Contractor/ Subcontractor Certification concerning Labor Standards and Wage Requirements?	_____	_____	_____
3.	Did the Contractor execute the Payroll Authorization Form?	_____	_____	_____
4.	Did the Contractor request for an additional classification? If yes:	_____	_____	_____
	Has the classification been approved by the US DOL?	_____	_____	_____
5.	Is the Contractor submitting its payrolls on a weekly basis?	_____	_____	_____
6.	Is the Contractor utilizing the proper payroll form (WH-347) or electronic version of the form?	_____	_____	_____
7.	Has the following information been provided on the payroll?	_____	_____	_____
	a. Name and address of Contractor?	_____	_____	_____
	b. Payroll Number and Week Ending?	_____	_____	_____
	c. Project and Location	_____	_____	_____
	d. Employee(s) Name and Identification Number?	_____	_____	_____
	e. Work Classification	_____	_____	_____
	f. Hours Worked Each Day?	_____	_____	_____
	g. Total Hours?	_____	_____	_____
	h. Rate of pay?	_____	_____	_____
	i. Gross amount earned?	_____	_____	_____
	j. Deductions and net wage?	_____	_____	_____
	Is the Contractor paying overtime if employee worked over 40 hours in the week?	_____	_____	_____
	Are the overtime hours correctly computed (1.5 times base plus fringe)?	_____	_____	_____
8.	Has the Contractor's authorized payroll agent completed the "Statement of Compliance"?	_____	_____	_____
9.	Is the "Statement of Compliance" signed by the authorized agent?	_____	_____	_____
10.	Is the agent the same individual as identified on the Payroll Authorization Form?	_____	_____	_____
11.	Are fringe benefits paid to an approved plan or fund?	_____	_____	_____
	If yes:			
	Do you have documentation that the plan is acceptable?	_____	_____	_____
	Do you have a copy of the plan on file?	_____	_____	_____
12.	Are fringe benefits paid in cash?	_____	_____	_____

		Yes	No	N/A
13.	Is the fringe paid to the plan less than the amount required to be paid in the wage decision?	_____	_____	_____
	If yes, is the difference paid in cash?	_____	_____	_____
14.	Is the Contractor utilizing apprentices? If yes:	_____	_____	_____
	Is the apprentice enrolled in an IDOL approved program?	_____	_____	_____
15.	Is the Contractor utilizing a foreman? If yes:	_____	_____	_____
	Is it a project foreman (does not appear on payrolls)?	_____	_____	_____
	Is it a working foreman (does appear on payrolls)?	_____	_____	_____
16.	Is the Contractor paying in piece work? If yes:	_____	_____	_____
	Are the employees being properly paid?	_____	_____	_____
17.	Is the Contractor using a self-employed Subcontractor? If yes:	_____	_____	_____
	Is the Subcontractor identified on the Contractor's payroll?	_____	_____	_____
18.	Other considerations:			
	Is there a proper ratio of laborers to mechanics?	_____	_____	_____
	Are employees working to few or irregular hours?	_____	_____	_____
	Is there a discrepancy in wage computation?	_____	_____	_____
	Are there extraordinary deductions?	_____	_____	_____

19. Employee interviews been conducted? Number conducted on-site? _____by mail? _____

20. Were a representative number of Subontractors interviewed? _____.

21. Have you compared interviews against the payrolls and remarked under Payroll Examination of the Record of Employee Interview? _____.

22. Were there any wage restitutions required by any Contractors? If yes, refer to Section Seven of this Chapter. _____.

23. Did any Contractor fail to pay their employees proper overtime wage rate? If yes, refer to Section Seven of this Chapter. _____.

Record of Employee Interview

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information**. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential**.

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code
	2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

Payroll Examination

16. Remarks

17a. **Signature of Payroll Examiner**	17b. **Date**

Instructions for completing Record of Employee Interview form HUD-11:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews must be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Items 1a-1c: Self-explanatory

Items 2a-2d: Enter the employee's full name, a telephone number where the employee can be reached and the employees address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a-4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5-7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g. carpenter, electrician, plumber)- response such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8-12b: Self-explanatory

Items 13-15c: These items represent some of the most important that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in the trade(s) that are available.

Items 16-17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Historial de Entrevista del Empleado

Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés. La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. **Información confidencial**. La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativos, técnicos, y físicos apropiados para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar daño sustancial, vergüenza, inconveniencias, o injusticias a cualquier individuo de quien se mantiene la información. **La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial**.

1a. Nombre del proyecto	2a. Nombre del empleado
1b. Número del proyecto	2b. Número de teléfono del empleado (incluso prefijo local)
1c. Contratista o subcontratista (Patrón)	2c. Dirección residencial del empleado y código postal
	2d. ¿Verificación de identificación? Sí ☐ No ☐

3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su ultimo día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios?	4c. ¿Talonario de paga?
				Vacaciones Sí ☐ No ☐ Médicos Sí ☐ No ☐ Pensión Sí ☐ No ☐	Sí ☐ No ☐

5. Clasificación(es) de su trabajo(s) (enumere todas) --- continúe en una página separada si es necesario

6. Sus deberes

7. Herramientas o equipo usado

	S	N		S	N
8. ¿Es aprendiz?	☐	☐	10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?	☐	☐
9. ¿Le pagan todas las horas trabajadas?	☐	☐	11. ¿Alguna vez ha sido amenazado o coercionado a entregar parte de su paga?	☐	☐

12a. Firma del empleado	12b. Fecha

13. Deberes observados por el entrevistador (Por favor sea específico.)

14. Comentarios

15a. Nombre del entrevistador (use letra de imprenta)	15b. Firma del entrevistador	15c. Fecha de la entrevista

Examinación de Nómina

16. Comentarios

Instructions for completing Record of Employee Interview form HUD-11:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews must be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Items 1a-1c: Self-explanatory

Items 2a-2d: Enter the employee's full name, a telephone number where the employee can be reached and the employees address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a-4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5-7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g. carpenter, electrician, plumber)- response such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8-12b: Self-explanatory

Items 13-15c: These items represent some of the most important that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in the trade(s) that are available.

Items 16-17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Mail Interview Format

Date

Mr. _____
Street Address
City, State, Zip

RE: Name of Grant Project
Grant Project Number

Dear Mr._____:

It is requested that you complete the enclosed form pertaining to your employment with _____, Inc. on the subject project. This project is being constructed under a program of the U.S. Department of Housing and Urban Development (HUD), and a minimum hourly wage rate has been established by the U.S. Secretary of Labor that is in effect during the construction of the project.

You were reported on the payroll submitted by your employer for the week ending September 15, 2020 as having worked as a roofer at the rate of $_____ per hour.

The interview form and a self-addressed envelope are enclosed. Please be sure that your answers are accurate and complete, and that you report the hours worked on this project separately from hours worked on any other project during this period of time. Your answers will not be revealed to your employer without your written consent.

Your cooperation in completing the enclosed form and returning it to this office by _____, 2020 will be greatly appreciated. If you should need assistance or have any questions, please do not hesitate to contact me at (208) 999-9999.

Sincerely,

Mary Smith
Grant Administrator

Format for Mailed Employee Interview

Date: _____

Name: _____

Home Address: _____

City, State, Zip _____

Location of Project: _____

Employer: _____ Foreman/Supervisor: _____

Your job title: _____

Description of work you performed: _____

_____

Your rate of pay: _____/hr. Average hours worked per week: _____

How was your wage determined? (hourly wage, salary, piece work, etc.) _____

When did you work on this project - **from** _____ **to:** _____

Did you receive fringe benefits? If yes, which fringe benefits (vacation, medical, pension, other, etc.)

_____

List tools or equipment you used_____

_____

_____

Did you work more than 40 hours per week? _____

Were you paid 1 ½ times for your regular rate of pay for overtime? _____

Did you keep a record of hours worked? _____

Are you presently working for this employer? _____

Additional information: _____

How may we contact you? (cell #, email,)? _____

Signature:_____

Español

Fecha

Sr. _____
Dirección
Ciudad, Estado, código postal

RE: Nombre del Proyecto
Número del Proyecto

Estimado Sr. _____

Se solicita que complete el formulario adjunto correspondiente con su empleo en_____, Inc. en el proyecto citado anteriormente. La construcción de este proyecto forma parte de un programa con el Departamento de Vivienda y Desarrollo Urbano de E.U (HUD, por sus siglas en inglés), y se ha establecido un salario mínimo por el Departamento de Labor de E.U que está en efecto durante la construcción de dicho proyecto.

Las horas trabajadas por usted han sido reportadas en la nómina de sueldos de su empleador durante la semana de _____, 2020 como fontanero, a la tarifa de pago de _____ por hora.

El formulario con las preguntas y un sobre están adjuntos. Por favor, preste atención a que sus respuestas sean precisas y solo reporte las horas que ha trabajado en este proyecto separadas de horas trabajadas en otros proyectos durante este periodo.

Le agradecemos por su cooperación en cumplir y devolver la forma adjunta a esta oficina el _____, 2020. Si necesita alguna asistencia o tiene preguntas, no dude en llamarme al 208.999.9999

Sinceramente,

Mary Smith

Fecha: _____

Nombre: _____

Dirección: _____

Ciudad, Estado, Código Postal _____

Ubicación del proyecto: _____

Empleador: _____ Supervisor: _____

Título profesional: _____

Descripción del trabajo realizado: _____

_____

Tasa de pago: _____/hora. Promedio de horas trabajadas cada semana: _____

¿Como se determinó su salario? (salario por hora, salario, por proyecto, etc.) _____

¿Cuándo trabajó en este proyecto? - **de** _____ **hasta:** _____

¿Recibió benéficos adicionales? ¿Cuales? (vacaciones, medico, pensión, otros, etc.)

_____

Lista de herramientas usadas_____

_____

_____

¿Trabajó más de 40 horas a la semana? _____

¿Le pagaron 1 ½ veces por su tasa de pago por horas extras? _____

¿Mantuvo un registro de las horas trabajadas? _____

¿Sigue trabajando para este empleador? _____

Información adicional: _____

¿Como podemos contactar con Ud. (celular, correo electrónico)?_____

Firma:_____

Wage Restitution Certification Form

CDBG Project Name:_____

CDBG Project Number:_____

Name of Contractor: _____

I, _____, certify that I received $ _____
(Employee Name) (Dollar Amount)

for wage restitution on the project listed above.

_____

Employee Signature Date

Labor Standards Enforcement Report
(Less than $1,000)

_____, 20____

Division of Community Development
Idaho Department of Commerce
700 W. State St.
P. O. Box 83720
Boise, ID 83720-0093

IDC Project Manager: _____
Project Name: _____
Project Number: _____
Prime Contractor: _____

This is a wage restitution report on the cited project. (See attached Schedule(s) of Wages Found Due.)

Straight-time wage restitution of: $_____ has been paid to ____ employees.

Overtime wage restitution of: $_____ has been paid to ____ employees.

Total wage restitution of: $_____ has been paid to ____ employees.

_____ employees of the General Contractor were underpaid.

_____ employees of _____were underpaid.
(Subcontractor Name)

The wage underpayments were discovered through (i.e. routine payroll review, on-site investigations, employee complaint, etc.):

Were CWHSSA liquidated damages applicable? ☐ Yes ☐ No
(If yes, attach CWHSSA Liquidated Damages Report form.)

Check one:
The violation appeared to be: ☐ Willful ☐ Non-willful Explain:

_____
_____
_____

_____ _____
Grant Administrator Signature of Chief Elected Official

Labor Standards Enforcement Report
($1,000 and above)

DATE:
TO:
FROM:

A. Coverage

Project Name: _____

Project Number: _____

Location: _____
(City, County, and State)

Wage Decision: _____

Prime Contractor: _____
(Name, City and State)

Subcontractor: _____
(Name, City and State)

II. Violations

This is a wage restitution report on the cited project. (See attached Schedule(s) of Wages Found Due.)

Straight-time wage restitution of: $_____ has been paid to ____ employees.

Overtime wage restitution of: $_____ has been paid to ____ employees.

Total wage restitution of: $_____ has been paid to ____ employees.

Were any of the actions willful? ☐ Yes ☐ No
(If yes, see attached detailed report.)

Were CWHSSA liquidated damages computed? ☐ Yes ☐ No
(If yes, attach CWHSSA Liquidated Damages Report form.)

Are Administrative sanctions recommended? ☐ Yes ☐ No
(If yes, see attached detailed report.)

The wage underpayments were discovered through (i.e., routine payroll review, on-site investigations, employee complaint, etc.):

The types of violations were:

III. Disposition

This section should detail the nature of the conference with the contractor, if any, and the action taken to resolve the violations. Recommendations where relevant as to reduction, waiver or

assessment of liquidated damages as well as debarment or other ineligibility sanctions shall be made in this section and sufficiently justified (reference may be made to the description in II).

_____
_____
_____
_____

IV. Documentation

This section should include copies of pertinent certified weekly payrolls, on-site interviews where referred to elsewhere in the report, employee statements, preconstruction conference minutes/checklists, contract documents including the wage decision and labor standards clauses in the contracts for all contractors involved (prime, 1st tier, and 2nd tier subcontractors as appropriate), contractor and subcontractor certifications, schedule of wages due, communication documents, CWHSSA Liquidated Damage Report form, and related materials.

_____
_____
_____
_____

_____ _____
Grant Administrator Signature of Chief Elected Official

CWHSSA Liquidated Damages Report
(Attached to corresponding Labor Standards Enforcement Report)
(Applicable for individual Contracts of $100,000 or more)

Project Name: _____
Project Number: _____

CWHSSA Violations

This is a CWHSSA liquidated damages report for the cited project (See attached Schedule(s) of Wages Found Due & CWHSSA Liquidated Damages Report Computation Worksheet).

CWHSSA (overtime) wage restitution in the total amount of $_____ has been paid to _____ employees. The CWHSSA (overtime) was computed for __ violations. The total amount of liquidated damages of $_____ was computed at a rate of $31 for every calendar day each employee was required or permitted to work more than forty hours in a week.

_____ employees of the General Contractor for whom violations were computed.

_____ employees of _____for whom violations were computed.
(Subcontractor Name)

Description of Violations

The violation appeared to be: ☐ Willful ☐ Non-willful **Explain:**

This section should detail the nature of the violations and name the specific statutes violated.

_____ _____
Grant Administrator Signature of Chief Elected Official

CWHSSA Liquidated Damages Report
Computation Worksheet

Employee Name	Payroll Ending Date	Total # of days worked	# of Days with O/T Violation	Liquidated Damages Computed
e.g. John Smith	6/12/05	5	1	$ 10
e.g. James Johnson	6/12/05	4	2	$ 20
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Total		9	3	$ 30

Section 3 Summary Report – Community Development Block Grant Program

Section 3 as per 24 CFR Part 75 requires to the greatest extent feasible that for projects funded with CDBG funds that contractors shall ensure that new employment opportunities are made available to Section 3 Workers and contract opportunities are made available to Section 3 Businesses.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than $34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

1. Contractor Name & Address:	2. ICDBG Grant #:	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone:
	6. Date Report Submitted:	7. Project Name:

Part I: Workers Hired

A List of Contractors:	B Number of New Hires	C Number of New Hires that are Section 3 Workers	D Estimated Number of Hours Section 3 Workers Worked on Project	E Estimated Number of Total Labor Hours Worked on Project
Prime Contractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Total				

Part II: Contracts Awarded

Construction Contracts: A. Dollar amount of Prime Contract	**$**
B. Number of Section 3 businesses receiving subcontracts	
C. Dollar amount of contracts awarded to Section 3 businesses	**$**
D. Percentage of the total dollar amount that was awarded to Section 3 businesses	**%**

Part III: Good Faith Effort

A. Efforts made to hire a Section 3 worker (✓ check effort(s) implemented)

___ Utilize the services of local apprenticeship or training programs.

___ Utilize the recruiting services provided by the Idaho Department of Labor.

___ Recruited by contacting the local housing authority.

___ Recruited through local advertising social media.

___ Coordinated with Youth Build Programs.

___ Other; describe below.

_____

B. Efforts made to Sub-Contract a Section 3 business (✓ check effort(s) implemented)

___ Recruited via Section 3 Business Registry – www.hud.gov/sec3biz "Search for a Business."

___ Recruited by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center (PTAC) and the ITD Disadvantage Business Enterprise (DBE) program.

___ Job opportunity signs displayed at project site.

___ Other; describe below.

_____

Submit a copy of this report to the Idaho Department of Commerce.

Attachment G - HUD 4010

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- **A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- **B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- **C. Additional records relating to fringe benefits**. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment H - Davis-Bacon Wage Rate Determination

"General Decision Number: ID20250105 06/06/2025

Superseded General Decision Number: ID20240105

State: Idaho

Construction Type: Building

Counties: Bannock and Franklin Counties in Idaho.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).
Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025

3 03/07/2025
4 06/06/2025

BRIC0001-001 06/01/2022

	Rates	Fringes
BRICKLAYER	$ 35.53	19.85

CARP0808-003 06/01/2024

	Rates	Fringes
CARPENTER	$ 34.08	17.91

ELEC0449-002 12/01/2024

	Rates	Fringes
ELECTRICIAN	$ 37.47	18.01

ENGI0302-012 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift	$ 36.33	15.40
Loader	$ 36.33	15.40

IRON0732-004 06/01/2024

	Rates	Fringes
IRONWORKER	$ 33.37	22.98

* LABO0155-012 06/01/2025

	Rates	Fringes
LABORER		
Grade Checker	$ 33.98	13.80
Mason Tender - Cement/Concrete	$ 33.93	13.80

LABO0155-013 01/01/2025

	Rates	Fringes
LABORER (Common or General)	$ 33.63	16.50

ROOF0200-003 06/01/2023

	Rates	Fringes
ROOFER	$ 26.45	19.00

SHEE0103-006 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 35.50	22.52

SHEE0103-014 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation)	$ 35.50	22.52

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* UAVG-ID-0002 01/03/2025

	Rates	Fringes
OPERATOR: Crane	$ 31.81	18.12

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* SUID2021-006 04/27/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 22.21	3.80
OPERATOR: Backhoe/Excavator/Trackhoe	$ 28.92	10.39
PAINTER	$ 17.11 **	1.25
TRUCK DRIVER: Dump Truck	$ 25.06	8.81

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

REGULAR CITY COUNCIL MEETING
AIRPORT LEASE TERMINATION, AGREEMENT AND RESOLUTION
EXECUTIVE SUMMARY
AUGUST 21, 2025

The Airport is seeking approval of a termination of the lease agreement between the City and RMP LLC, dated May 3, 2023, for 3,000 square feet of property upon which RMP owned an aircraft hangar. RMP has sold the hangar to Keith Jensen. Accordingly, approval of a lease agreement between the City and Keith Jensen and adoption of the corresponding resolution is also requested. The lease with Mr. Jensen will be for a term of 20 years. Rental rate will be $690.00 per year and will be increased annually according to the CPI with a full rate review in 2026 and every five years thereafter.

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: August 11, 2025

RE: Airport Lease Termination and Agreement

I have reviewed the early termination of the ground lease agreement with RMP, LLC. I have also reviewed the ground lease agreement and resolution with Keith Jensen. I have no legal concerns regarding the Council's approval of the termination of the ground lease, or the authorization for the Mayor to sign it. I have no legal concerns regarding the Council's approval of the new ground lease agreement and resolution, or the authorization for the Mayor to sign them.

Please let me know if you have any questions or concerns.

TERMINATION OF GROUND LEASE AGREEMENT

THIS TERMINATION OF GROUND LEASE AGREEMENT is entered into this _____ day of August, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR", and RMP, LLC, a limited liability company of Idaho, hereinafter referred to as "LESSEE;"

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement, hereinafter referred to as “Agreement”, on May 4, 2023, for the lease of certain lands at the Pocatello Regional Airport, described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein, for the primary purpose of hangaring private aircraft; and

WHEREAS, Lessee desires to sell the existing hangar located on the subject property to another party and to terminate the Agreement with Lessor; and

WHEREAS, Lessor agrees to the termination of the Agreement with Lessee so an agreement may be entered into with the new owner of the hangar.

NOW, THEREFORE, the parties agree as follows:

1. That both parties agree that there are no defaults or deficiencies in performance on the part of the other regarding the terms and conditions of the Agreement and that neither party has any further right or obligation due the other in regard to the Agreement or to the premises leased thereunder, and hereby release each other from any further obligation.

2. That each party waives the requirement for notice of termination set out in the Agreement dated May 4, 2023.

3. That the Agreement dated May 4, 2023, by and between the City of Pocatello and RMP, LLC, is hereby terminated.

4. Lessee acknowledges Lessee has been given the opportunity to remove any personal property belonging to Lessee prior to signing this Termination and that any personal property remaining on the leased premises does not belong to Lessee.

DATED this _____ day of _____, 2025.

LESSOR:

CITY OF POCATELLO

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

LESSEE:

RMP, LCC, a limited liability company of Idaho

_____
ROBERT PEARSON, Owner

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

STATE OF IDAHO)
ss:
County of Bannock)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Robert Pearson, known to me to be Owner of RMP, LLC, a limited liability company of Idaho, and acknowledged to me that s/he executed the foregoing instrument for and on behalf of said company, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCATELLO AND KEITH JENSEN, FOR THE LEASE OF CERTAIN REAL PROPERTY; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pocatello ("City") is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, Lessee desires to lease the hereinafter described land at the Pocatello Regional Airport for the purpose of operating an aircraft storage hangar; and

WHEREAS, the City Council has determined that leasing the subject property pursuant to the terms of the attached Lease Agreement is appropriate and is in the best interest of the citizens of Pocatello.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. The Lease Agreement attached hereto and made a part hereof is hereby approved both as to form and content.

2. The Mayor and City Clerk are authorized to respectively execute and attest said Lease Agreement for and on behalf of the City of Pocatello.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this _____ day of _____, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Agreement," made and entered into effective the _____ day of _____, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "Lessor", and KEITH JENSEN, 2131 Cassia Street, Pocatello, Idaho 83201, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, Lessee desires a twenty (20) year lease of the hereinafter described land for the purpose of operating an aircraft storage hangar along and adjacent to the flight line at the Pocatello Regional Airport.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. PREMISES

Lessor leases to the Lessee the following described real property consisting of 3,000 square feet, upon which T Hangar Lot #1, Row #4 is situated. Said property is more particularly described on Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein.

II. TERM

This Agreement shall be for a twenty (20) year period, commencing August 21, 2025, and ending August 20, 2045. The rental rates shall be renewed on an annual basis in accordance with Section IV below.

III. PURPOSE

The premises described herein shall be used by the Lessee solely for the purpose of private aircraft storage and the storage of such equipment as may be incidental and/or necessary to the operation thereof. Lessee may store flammables on or about the leased premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection." Any aircraft or equipment which is permitted to be stored pursuant to the terms of this Agreement must be stored within the hangar. Further, Lessee is prohibited from using the demised premises for pecuniary gain or other commercial purpose(s).

IV. RENTAL

Commencing August 21, 2025, and terminating August 20, 2026, Lessee shall pay to Lessor the annual rental sum of Six Hundred Ninety dollars ($690.00), which sum is payable on or before September 1, 2025. For each succeeding year, the rental rate shall increase in an amount not less than that of the Western Consumer Price Index for the preceding year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. For each succeeding rental period the rental payment shall be made on or before September 1st of that year.

LATE CHARGES AND INTEREST: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of $150.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not

constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

V. EXAMINATION OF PREMISES

Lessee has inspected the aforedescribed premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made, nor has Lessee relied upon, any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

VI. WASTE

Lessee covenants that it will not commit or allow others to commit waste on the premises.

VII. MAINTENANCE OF FACILITY

Lessee shall keep and maintain the leased premises and all improvements of any kind in good and substantial repair and condition, including the exterior thereof, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Furthermore, Lessee shall not store any items outside of the leased property. Lessor shall at all times during ordinary business hours, have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time.

VIII. UTILITIES

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent. No water or sewer connection shall be made without prior approval of Lessor.

IX. NO SUBLEASE OR ASSIGNMENT

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Agreement or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Agreement and the execution of a new agreement on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

X. INDEMNIFICATION

Lessee agrees that it will at all times maintain Worker's Compensation coverage for the benefit of his employees, and adequate liability and property damage insurance as specified in Section XI covering the activities of Lessee, its agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, its agents, servants, invitees, officers, and employees, in connection with this Agreement, or the use in common with others of the Pocatello Regional Airport.

XI. INSURANCE

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of $1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessee shall purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises.

C. If applicable, Lessee shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad

to insure the provisions of Section X. The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

XII. DISCHARGE OF LIENS

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

XIII. RELEASE AND RELINQUISHMENT

Notwithstanding the terms of Section II above, either party may, at any time, terminate this Agreement upon giving ninety (90) days written notice to the other party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Agreement except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Agreement during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

XIV. TERMINATION

On the termination date of this Agreement, Lessee shall forthwith surrender possession of the hangar site along with the remainder of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon the hangar, appurtenances, and improvements constructed or installed thereon under this lease shall be forthwith removed by Lessee. In so doing, Lessee shall ensure that the hangar site is not damaged but is left as it would have been without such removal.

In the event Lessee does not remove the hangar within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said hangar, appurtenances, and any remaining fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

XV. STATUTES, ORDINANCES, RULES AND REGULATIONS

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, including the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

XVI. DEFAULT

A. Failure of Lessee to pay rent or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Agreement, other than as specified in subparagraph A above, within thirty (30) days

TERMINATION OF GROUND LEASE AGREEMENT

THIS TERMINATION OF GROUND LEASE AGREEMENT is entered into this _____ day of August, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR", and RMP, LLC, a limited liability company of Idaho, hereinafter referred to as "LESSEE;"

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement, hereinafter referred to as “Agreement”, on May 4, 2023, for the lease of certain lands at the Pocatello Regional Airport, described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein, for the primary purpose of hangaring private aircraft; and

WHEREAS, Lessee desires to sell the existing hangar located on the subject property to another party and to terminate the Agreement with Lessor; and

WHEREAS, Lessor agrees to the termination of the Agreement with Lessee so an agreement may be entered into with the new owner of the hangar.

NOW, THEREFORE, the parties agree as follows:

1. That both parties agree that there are no defaults or deficiencies in performance on the part of the other regarding the terms and conditions of the Agreement and that neither party has any further right or obligation due the other in regard to the Agreement or to the premises leased thereunder, and hereby release each other from any further obligation.

2. That each party waives the requirement for notice of termination set out in the Agreement dated May 4, 2023.

3. That the Agreement dated May 4, 2023, by and between the City of Pocatello and RMP, LLC, is hereby terminated.

4. Lessee acknowledges Lessee has been given the opportunity to remove any personal property belonging to Lessee prior to signing this Termination and that any personal property remaining on the leased premises does not belong to Lessee.

DATED this _____ day of _____, 2025.

LESSOR:

CITY OF POCATELLO

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

LESSEE:

RMP, LCC, a limited liability company of Idaho

_____
ROBERT PEARSON, Owner

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

STATE OF IDAHO)
ss:
County of Bannock)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Robert Pearson, known to me to be Owner of RMP, LLC, a limited liability company of Idaho, and acknowledged to me that s/he executed the foregoing instrument for and on behalf of said company, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition in Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

XVII. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Agreement. In the event of a termination on default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, broker commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Agreement.

XVIII. ENVIRONMENTAL MATTERS

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable attorneys' and

experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Agreement and through and until the date on which Lessee vacates the leased premises.

Lessor hereby agrees to hold Lessee harmless from and against all liability, loss, claim, damage or expense, including, but not limited to, reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees, and governmental fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes existing on the leased premises in violation of any Environmental Law, as defined hereinafter, as of the commencement date of this Agreement, or which come onto the leased premises during the term of this lease from sources outside of Lessee's reasonable control including, without limitation, any expense associated with the removal of any underground storage tanks at the leased premises and any costs of remediation associated therewith.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.)*, and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating,

relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

XIX. HAZARDOUS MATERIALS

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Agreement, hereafter located on the leased premises, and hold harmless the City, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2)

including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

XX. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises to advertise the nature of its business. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, install, or operated upon the premises herein any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

XXI. MISCELLANEOUS

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. NON-DISCRIMINATION. Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, age, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, and (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all

other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the Agreement, and to reenter and repossess said land and facilities thereon, and hold the same as if said Agreement had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Agreement shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. In the event there is a conflict between the terms of this Agreement and Federal Grant Assurances, the Grant Assurances will take precedence and govern.

D. NO WAIVER. The failure by the City to require strict performance of any condition of this Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the City must be in writing.

E. SECTION CAPTIONS. The captions appearing under the section number designations of this Agreement are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Agreement.

F. CONSTRUCTION. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this Agreement shall be made in a Court of competent jurisdiction against the interests of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.

G. JURISDICTION AND VENUE. Any action or proceeding to enforce the provisions of this Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

H. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

I. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased demise by any third-party governmental agency including, but not an exhaustive list, any county, local taxing district or any Tribal authority. Moreover, Lessee shall not enter into any written agreement with any third-party governmental agency regarding the leased premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

J. CORPORATE AUTHORITY. Any individual or individuals executing the within document

on behalf of any corporation which is a party hereto, hereby acknowledge and represent that they have the power and authority to so bind the corporate authority, and that such authority was conferred by an act of the board of directors of such corporate authority, unless the binding of any such corporation is within the power of the person or persons executing this document on such corporation's behalf. In the event that the party or parties executing this document on behalf of any corporate party hereto, do not have authority to so bind the corporation for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

K. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

XXI. NOTICES

All notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSOR:	City of Pocatello Attn: Legal Dept. P.O. Box 4169 Pocatello, ID 83205
LESSEE:	Keith Jensen 2131 Cassia Street Pocatello, ID 83201

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

XXII. ATTORNEYS FEES UPON BREACH

In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is $150.00 per hour.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the date and year first-above written.

LESSOR:

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

LESSEE:

_____
KEITH JENSEN

STATE OF IDAHO)
: ss
County of Bannock)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, who executed the foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____

STATE OF IDAHO)
:ss
County of Bannock)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Keith Jensen, known to me or proved to me to be the same and acknowledged to me that s/he executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in: _____

CITY OF POCATELLO

Sanitation Services Department

Agenda Item #11

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: August 12, 2025

SUBJECT: Recommendation for Contract Approval: Quote Number Q-13485 Routeware Inc.

The Sanitation Services Department wishes to enter into a renewal contract with Routeware Inc. for licensed software/subscription services for their current route optimization and asset management program. Services for this contract would begin October 1, 2025 for the FY2026 fiscal year. These services provide essential tools for operational procedures and efficiencies within the Sanitation Department including data capture, route optimization and process automation. Included in this contract is a new interactive application for staff and customers to access information related to current sanitation services as well as educational information regarding recycling. Therefore, Council may wish to accept the recommendation of staff and approve the contract proposal from Routeware.

Funds for this contract have been budgeted for in the FY2026 Sanitation Services budget. The contract documents are attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6192
www.pocatello.gov

MEMORANDUM

TO: City Council and Mayor

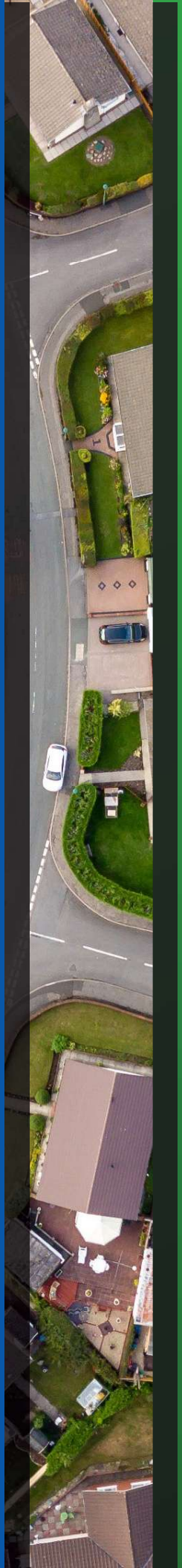
FROM: Brian Trammell, Deputy City Attorney

DATE: August 13, 2025

RE: Routeware Inc. Quote No. Q-13485 and Agreement

I have reviewed the Routeware Inc. quote no. Q-13485 and the accompanying master sales and license agreement. This agreement is a renewal for licensed software/subscription services for the Sanitation Department. I have no legal concerns regarding the Council's approval of the renewal and the authorization for the Mayor to sign it.

Please let me know if you have any questions or concerns.



Q-13485

City of Pocatello - ID

Routeware

Routeware

QUOTE NUMBER Q-13485

Routeware, Inc.
16525 SW 72nd Ave.
Portland, OR 97224

Order	Q-13485
Good Through:	Sep 30 2025
Payment Terms:	Net 30
Term	60 MONTH

Ship To

Brian Blad
City of Pocatello - ID
2405 Garrett Way
Pocatello, Idaho 83201
United States
mayor@pocatello.gov

Bill To

City of Pocatello - ID
2405 Garrett Way
Pocatello, Idaho 83205-4169
United States

Salesperson	Phone	Email
Andrew Goffe		andrew.goffe@routeware.com

Statement of Confidentiality & Non-Disclosure

The parties acknowledge that the City of Pocatello is a government entity and subject to the Federal Freedom of Information Act (FOIA). Notwithstanding anything contained herein to the contrary, the City shall not be responsible to Routeware for any disclosure of Confidential Information pursuant to FOIA or pursuant to any Idaho public records act laws, rules, regulations, instructions or other legal requirement.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Routeware

QUOTE NUMBER Q-13485

SERVICES

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
ReCollect Implementation (Large)	EACH	1	$4050.00	$4050.00

SERVICES TOTAL (USD): $4,050.00

RECURRING SUBSCRIPTIONS

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
OBC Support Fee - TaaS	MONTH	40	$240.04	$9601.60
Monthly Service Fee - Spare Units	MONTH	1	$90.38	$90.38
OBC Support Fee - Spare	MONTH	1	$131.58	$131.58
RouteMaker Support	MONTH	1	$642.72	$642.72
Cellular Data Charge (RD)	MONTH	46	$15.45	$710.70
Cloud Hosting	MONTH	1	$771.47	$771.47
Interface Support	MONTH	1	$1111.37	$1111.37
Picture Service Fee	MONTH	32	$45.28	$1448.96
Auto Pickup System Fee	MONTH	20	$25.70	$514.00
Engage Bundle Up to 100k Population	MONTH	1	$2671.38	$2671.38
Mobile App Up to 100k Population	MONTH	1	$432.54	$432.54

SUBSCRIPTIONS TOTAL (USD): $18,126.70

Payment Terms -

The Software Fee Effective Service Date for this Order will be 2025-10-01.

Invoices for Recurring Subscriptions shall be issued annually in advance, with the initial invoice issued on the Effective Service Date and each subsequent invoice due on the corresponding date of each successive anniversary thereafter. The term of the Recurring Subscription(s) shall commence on the Effective Service Date.

Annual Recurring Subscription Fee Increase shall not exceed three percent (3%) during the sixty (60) month Initial Term.

Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by Customer City in any fiscal period for any payments due hereunder, Customer will notify Routeware of such occurrence in writing at least ninety (90) days prior to the end of the then-current fiscal period and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

For all other services, Company will submit invoices for services to the Customer by the 10th of the month following the month in which Company provided services and Company's invoice will have a date, an invoice number, a purchase order number and a description of the goods or services.

Terms & Conditions Information -

This Order and all products and services herein are subject to and limited to the terms and conditions of the Routeware Master Sales and Licensing Agreement, attached and incorporated herein. Any purchase orders issued in response to this Order will be deemed acceptance of such terms.

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
This system requires a specific server to operate Routeware software, which may need to be purchased separately.
This system requires cellular connectivity for each vehicle which may need to be purchased separately.
If route sequencing by Routeware is a requirement, additional professional services fees may apply.
On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.
Any lapse in support voids perpetual license.
Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Additional Terms -

Customer is authorized to employ the aforementioned ReCollect solution(s) for a maximum of one hundred thousand (100,000) residents or up to thirty-five thousand (35,000) service addresses, whichever is achieved first. Additional charges will be incurred if the solution(s) are used beyond either of these specified limits.

ReCollect Service Request includes up to twenty-five thousand (25,000) requests per year. An overage fee of three dollars ($3.00) will apply to each request over the specified limit.

A mutually agreed-upon Statement of Work (SOW) for the implementation is required prior to contract execution. The hours included in this order and the accompanying Statement of Work represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. All fee and timeline estimates are based on the information provided to us to-date, including your system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, your level of participation, complexity of your processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.

We will work with your Project Manager to help manage the scope of the Services within the estimate provided. However, both parties acknowledge and agree that actual fees may differ from this estimate. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a Change Order. Change Orders may also impact the Project timeline. You understand that, in all instances, Routeware's compensation will be based upon the work actually performed and expenses actually incurred.

Usage Limit Terms -

Customer is authorized to employ the product solution(s) for up to the limits specified above. Additional charges will be incurred if the solution(s) are used beyond these specified limits.

Accounts Payable Details:

Name: _____

Title: _____

Email: _____

Phone: _____

IN WITNESS WHEREOF, the Parties to the Order Form has caused it to be executed by their authorized officers as the day and year of the signatories below.

City of Pocatello - ID

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Purchase Order Details:

Purchase Order number: _____

Issuance of Purchase Order ("PO") in lieu of signature denotes acceptance of Order Form by Customer. Receipt of complete and accurate PO is required prior to Order execution.

Routeware, Inc, and Affiliates

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Please sign and email to Andrew Goffe at andrew.goffe@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:

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Portland, OR 97224
www.Routeware Inc..com

(503) 906-8500 | Corporate Offices
(877) 906-8550 | Toll Free
(503) 906-8544 | Fax

STATEMENT OF WORK

Purpose

This statement of work ("SOW") and any addenda attached hereto, sets forth the deliverables associated with the Routeware Inc. implementation of licensed software/subscription services (hereafter "Product" or "Services") as determined by the applicable Master Sales and License Agreement and Professional Services Agreement, hereafter "Agreement", executed by the City of Pocatello, ID ("Licensee" or "Customer" or "Subscriber") and Routeware Inc. ("Licensor" or "Provider").

This SOW and attached Addenda set forth the scope and objectives, project stages, project governance and objectives, gate checks and lifecycle stages, and change management, applicable to the implementation of the Product or Services as further identified within the Routeware Inc. line of business below:

- ☐ **Smart City**
  - ☐ **Smart City Driver App – Routeware TaaS**
  - ☐ **Smart City Driver App – BYOD**
  - ☐ **Samsara Devices**
  - ☐ **GeoTab Devices**
- ☒ **ReCollect**
  - ☐ **Small Implementation**
    - ☒ **Collection Calendar**
    - ☒ **Waste Wizard**
    - ☐ **Sorting Game**
      - ☐ **Custom Artwork**
    - ☐ **Curbside Audit**
  - ☒ **Large Implementation**
    - ☒ **Service Request**
      - ☒**Mobile App**
- ☐ **EasyRoute**
- ☐ **Compliance Publishing**

Routeware Inc.'s Gate Checks

Routeware Inc. will develop a project plan to manage the implementation lifecycle and to report on progress. Any requests for deviations to the project plan will be documented, reviewed, and approved by the respective project managers for the Customer and Routeware Inc. In addition, a summary of requested changes will also be reviewed during the scheduled gate check reviews. Changes must be mutually approved by both parties.

As part of its standard and proven project execution, Routeware Inc. will structure the project into several phases designed to ensure success. Routeware Inc. will work collaboratively with the Customer to develop a plan that details requirements, assigns responsibilities, and sets due dates – to best achieve the goal of meeting the designated go-live date with a minimum of business disruption. From the onset of the project, Routeware Inc. will assign a core implementation team.

Routeware Inc. will execute gate check reviews at the completion of the Discover, Design, and Deploy stages of the project lifecycle. The gate check reviews provide the following:

Stage 1 - Discover

The Discover stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware Inc. and Customer project team members. It also includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware Inc.'s best practices for a specific Customer's needs, and the import of Customer data.

Stage 2 - Design

The "future state" is documented, reviewed, and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the Customer provided access to the solution. There will be progressive "targeted" training and begin the solution familiarization process for key users, along with the creation of a validation plan to be used during the Deploy stage. The Routeware Inc. team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being "solution complete".

Stage 3 - Deploy

The Deploy stage includes scenario-based training, followed by the Customer's end-to-end validation of the solution across business scenarios/use cases identified and configured during the Discover and Design stages. Scenario-based training - typically conducted with Customer-identified "super users" - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the super users complete an end-to-end example themselves using the "happy path", a clean, well-executed process without exceptions. Upon completion of the validation plan, the milestone of "solution acceptance" is confirmed by the Customer. At go-live there is final training and practice for end users and drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical "operational exceptions" encountered on a day-to-day basis. The final system cutover is performed and Routeware Inc. aids the Customer during the go live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to support, and project closeout.

Services

The scope of Services outlined below provides a breakdown of the key components and gate checks of the Routeware Inc. implementation and the corresponding deliverables provided by Routeware Inc. and the Customer.

	Routeware Inc. Deliverables	Customer Deliverables
Discover	**Key activities include:** ● Project kick-off ● Develop implementation plan/key milestones ● Complete pre-implementation documents ● Review, document, and approve business requirements: ○ Scenarios	**Key activities include:** ● Define/assemble project team ● Project planning ● Define measures of project success **Key deliverables include:** ● Process questionnaires

	○ Reporting ○ Integrations ○ Data workshop/Data import **Key deliverables include:** ● Draft project plan ● Session agendas ● Documented business requirements ● Environment provisioning/solution installation	● Provide documented process to model recommended configuration ● Provide sample data sets
Design	**Key activities include:** ● Define, configure, document and approve future state ● Conduct status meetings ● Update project plan ● Install solutions(s) ● Targeted training on data maintenance, transactions etc. ● Solution familiarization exercises ● Drafting solution validation plan ● Creation of scenario-based training plan ● Conduct status meetings **Key deliverables include:** ● Data import (3 imports into test environment) ● Solution configuration ○ Users ○ Customers ○ Equipment ○ Routes ○ Codes ○ Other applicable data ● Session agendas ● Targeted training ● Final solution configuration ● Design gate check ● Project plan revisions	**Key activities include:** ● Customer completes recommended Product training ● Attend all system configuration sessions ● Complete all action items after each system configuration session ● Required configuration and testing ● Internal process review ● Attend all design sessions ● Complete solution familiarization exercises ● Attend all status meetings ● Begin work on change management activities **Key deliverables include:** ● Approved business requirements ● Provide data for import ○ Accepted file formats include .csv or .xml ○ Updated data sets as required ● Approved future state configurations ● Enumeration of test plans ● Solution familiarization activities ● Data maintenance ● Transaction practice ● Solution validation ● Usage documentation and/or standard operating procedures (SOPs) ● Approval/sign-off
Deploy	**Key activities include:** ● Scenario-based super user training ● Solution validation (user acceptance testing, UAT) ● Creation of end-user training plan ● Solution acceptance milestone ● Conduct status meetings ● Update project plan	**Key activities include:** ● Solution validation activities ● End-user training plans ● Approval/sign-off ● Solution acceptance **Key deliverables include:** ● End-user training and practice

	• End-user training and practice • Go-live cutover • Issue management and stabilization • Transition to support • Project closeout **Key deliverables include:** • Scenario-based training • Readiness gate check • Project plan revisions • Go-live cutover and stabilization assistance • Issue management and resolution • Transition to support • Project closeout	• Issue triage and management

Recommended Product Implementation Order

DISCLAMER:

- All implementation durations noted below are estimates based on previous implementation projects. Timelines for your implementation of each system will vary based on a number of variables including, but not limited to, data quality, resource availability, and the size/complexity of your operation.
- Routeware's implementation teams will always prioritize quality over speed and will provide and maintain a detailed project plan based on your particular needs and goals.

1. Data Workshop

Completion Time: 4-12+ weeks depending on data quality and integrity.

- Routeware's Project Management and Implementation resources in conjunction with Routeware's data experts will work in collaboration with your project team to acquire the data required for system configuration from your legacy system in its current state.
- Routeware's data experts will map your data to configure your new system.
- Routeware's implementation team will work with your project team to validate this data work before and after it's imported.
- Routeware's project team will work with your project team to create a "Go-Live data refresh" plan to ensure data is refreshed as close to go-live as possible.

Note: While Routeware can map your data to the new system, Routeware's ability to "Clean" legacy data is limited. Your resources may be required to make adjustments to data within the legacy system.

2. Customer and Operations Management – Smart City

Implementation Time: Date Validated and Complete + 12 weeks

- Source of truth for all data related to customers and operations.
- These systems will integrate with and/or supply nearly all of the data that additional Routeware products require.
- These systems are the "heaviest lifts" to implement in the Routeware product suite. "It's all downhill from here."
- These systems are set up in the image of "How the organization operates today" while keeping potential final state changes to the operation in mind.
    - Routeware recommends not making any unnecessary changes to existing operational processes to avoid undue stress on end users. E.g. If you're planning to optimize your route

plans and implement on-board computers for drivers as a part of this project, Routeware strongly recommends not implementing both at the same.
    - Routeware's Project Managers will assist your operation with planning the best steps for getting from where you are today to your desired final state.

3. **Compliance Tracking – Recyclist, Compliance Publishing**
   Implementation Time: 6-8 weeks
   - Implementing Recyclist can technically be done at any time in parallel with other products assuming your implementation resources have enough bandwidth. However, Routeware recommends kicking off the Recyclist implementation following the completion of the Customer and Operations Management system.

4. **Customer Communication & Education – ReCollect**
   Implementation Time: 6-12 weeks depending on modules purchased.
   - ReCollect can technically be implemented at any time in parallel with other products assuming your implementation resources have enough bandwidth. However, depending on the ReCollect modules purchased, ReCollect will work in concert with your Customer and Operations Management system and as such Routeware recommends starting the ReCollect Implementation following the Customer and Operations Management system implementation to avoid duplication of effort in the provisioning processes.

Assumptions

- All data to be imported will be provided in the Routeware Inc.-approved .csv, .sql or .xml format, and will not require transformation during the import process.
- The Customer will provide adequate resources and key decision makers required to meet tasks associated with implementation milestones.
- The Routeware Inc. project manager will be the primary contact throughout the project, will coordinate the efforts of implementation consultants and subject matter experts (SMEs) throughout the project, and will establish a cadence of status meetings with the Customer.
- The data import process will validate the integrity of the data, and exceptions provided back to the Customer for resolution prior to final import.

Out of Scope

- Interfaces – No interfaces to 3rd party applications are included in this Scope of Work.
    - If an interface to a 3rd party technology solution is required a secondary SOW will be drafted following process discovery and technical scoping conversations including Routeware, the customer, and the 3rd party technology provider.
- Custom Reports – Reporting is robust across all Routeware Inc. solutions. If you require unique custom reports, those will be scoped separately with an estimate for your consideration.
- Customized development work to any Routeware system.
- Development of non-standard workflows, use cases, or business practices.
- Development of non-standard training documents

SOW Change Order

Changes to a SOW will require a written change order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule for the performance of the applicable Services. Upon Routeware Inc.'s receipt of a change order request from the Customer, Routeware Inc. will promptly notify the Customer if Routeware Inc. believes that the change order request requires an adjustment to the fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. During such negotiations, Routeware Inc. may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the change order request unless and until the parties have executed an applicable change order. Any time and materials that are required to evaluate a change order request are billable at Routeware Inc.'s then-current standard rates.

Services Summary

All pricing for the Professional Services described in this Scope of Work is included in the accompanying Order Form(s) #Q-13485. Fees are based on a fixed fee structure and reflect Routeware Inc.'s current understanding of the Customer's business requirements and the anticipated future state of the project. Any changes to this Scope of Work or requests for additional services will require a new SOW and may incur additional charges at Routeware Inc.'s then-current rates. Final acceptance of this SOW will follow the formal quote which includes this document.

☒ **Fixed Fee**

Professional Services	Description	QTY
ReCollect Implementation	Project planning, resource coordination, status reporting, budget, risk and issue management, requirements confirmation, solution configuration, documentation, training, go live assistance, Initial data import	1

Confidentiality Statement

This SOW, including all attachments, copies, and derivatives thereof, is considered Routeware Inc. confidential information, and is subject to all obligations of confidentiality set forth in the Agreement.

ROUTEWARE, INC.
MASTER SALES AND LICENSE AGREEMENT

These Master Sales and License Agreement (MSLA) Terms apply to the Orders by and between City of Pocatello, ID, and Routeware, Inc., commencing upon execution of Routeware Order Q-13485 and include mutually agreed-upon revisions to certain Sections.

1. DEFINITIONS

The definitions of terms set forth in the Order are incorporated by reference herein. In addition, the following terms shall have the following meanings in the Order and in all Incorporated Agreements.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
"Company" Routeware, Inc. and its subsidiaries.
"Company Content" means any Intellectual Property created, acquired, or licensed by Company and included in the Company Platform and/or the Services, other than Customer Content.
"**Company Materials**" means the Company Platform, the Company Content, the Company Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company in connection with the Services or otherwise comprise or relate to the Services, the Company Platform or the Company Systems. For the avoidance of doubt, Company Materials do not include Customer Content.
"**Company Platform**" means Company's mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that Company provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.
"Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
"Confidential Information" has the meaning set forth in Section 10.
"Data Sets" mean digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in Software compatible format(s) supplied by Company or as part of Third-Party Products.
"Designated Computer System" means a computer system and/or central processing units with associated network and licensed users, as set forth in the Order.
"Dispute" has the meaning set forth in Section 10.11.
"Documentation" means user guides, user manuals, specifications, and other documentation provided by Company as such documentation may from time to time be amended or modified by Company.
"Effective Date" means the date of Customer Signature or issuance of Purchase Order and Acceptance of the MSLA.
"Fees" means the amounts due for all Products and Services under the Order.
"Hardware" means all items designated in the Order as "Hardware."
"License Period" means the period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or, if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Effective Date.
"MSLA" means this Master Sales and License Agreement.
"Order" means the order to which this MSLA and any other Incorporated Agreements are incorporated by reference.
"Products" means Hardware and Software.
"RMA" means Return Merchandise Authorization, as described for the evaluation process for malfunctioning

equipment in Section 7.3.

"Services" means all items designated in the Order as "Services" and "Support."

"Software" means all items designated in the Order as "Software" or "Company Platform" and includes all Updates.

"Support" means all items designated as "Support" in the Order.

"Taxes" has the meaning set forth in Section 2.3.

"Third-Party Products" means hardware and software sold by Company that is manufactured, developed or made available by other companies and distributed by Company for use in conjunction with the Products, including but not limited to products from Microsoft, Google, and open source or "free" software. **"Third-Party Terms"** has the meaning set forth in Section 4.

"Updates" are subsequent releases of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company's sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality.

2. GENERAL ORDERING PROCESS AND PAYMENT

2.1 Delivery. Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. to Company's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.

2.2 Payment Terms. Payments are invoiced and paid in accordance with the payment terms described in the Order.

2.3 Taxes and Duties. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or in connection with the payment of Fees (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

2.4 Price Adjustment. Beginning on the one-year anniversary of the Effective Date, Company may, upon thirty (30) calendar days' prior notice to Customer, prospectively increase any Fees.

2.5 Suspension of Services. If any amount owed by Customer under this or any other agreement for Products or Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

3. SOFTWARE LICENSES; SUPPORT

3.1 License. Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in the Order), subject to the Customer's payment of the Fees described in the Order, Company grants a limited, personal, non-transferrable, non-sublicensable, non-exclusive license during the License Period (which can be for a period certain or perpetual) to Customer:

(a) To operate the Software, if any, Data Sets, if any, and Products, and use the Services for Customer's

internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.

(b) To operate the Software, if any, on up to the number of trucks or users authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Software on hardware (including computers and peripherals) that is not sold or certified and approved by Company.

(c) To use the Documentation in connection with the licenses described in this Section 3 subsections (a) and (b).

(d) The Products and/or Services may contain functionality that uses anonymized customer data. Customer agrees that their anonymized data will be used in the Company's Products and/or Services.

3.2 Period of License. The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal or requesting reduction of any product by notifying the other party in writing at least ninety (90) days prior to the end of the then-current License Period. Such notice must be provided on Customer's company letterhead, include the date of the notice, applicable products and quantity, signed by an authorized party, and may be submitted electronically.

3.3 Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to):

(a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products);

(b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available

(i) through resellers or other distributors, or

(ii) as an application service provider, service bureau, or rental source;

(c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation;

(d) create modifications to or derivative works of the Software;

(e) reproduce the Software;

(f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software;

(g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws;

(h) if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software;

(i) create any software that competes with the Software or provides substantially the same functions as the Software; or

(j) use the Software in a country other than as indicated in the Order. All Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R.12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users

(i) only as a commercial end item; and

(ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other than as stated in this Agreement, Company grants Customer no other right, title or interest in any Software.

4. THIRD PARTY PRODUCTS. Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third-

Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third-Party Terms shall control to the extent of the conflict. Company hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Products warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

5. AUDITS. During the term of the Agreement and for a period of one (1) year thereafter, Company will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Software, and any hardware that contains Software). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than fifteen (15) days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customer's premises, at Company's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Company the amount of that underpayment and, in addition, will:

(1) reimburse Company's reasonable and actual costs for that audit and

(2) be subject to legal remedies available to Company for Customer's breach of the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS. Title to the Company Materials (excluding any Customer Content incorporated therein) shall at all times remain with Company or its third-party licensors as applicable. Customer acknowledges that the Services and the Company Materials are proprietary to Company and that all rights thereto are owned by Company or its third-party licensors as applicable. The Customer further acknowledges that the Company Materials contain trade secrets of Company and that the Company Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the Company Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the Company Platform.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

7.1 Mutual. Each party represents and warrants to the other party that:

(a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it;

(b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party;

(c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and

(d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

7.2 Hardware and Software Warranties.

(a) Subject to the exceptions listed below in part (b), Company warrants:

(i) that the Hardware, if applicable, will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one (1) year from the date of initial shipment (the "Hardware Warranty Period"). Customer may purchase renewals of the Hardware Warranty Period, if applicable, through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, if applicable, Company will have no further obligation to repair or support the applicable Hardware; and

(ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the "Software Warranty")

for a period of ninety (90) days from the date of delivery of the Software (the "Software Warranty Period"). Following the ninety (90) day Software Warranty Period all software performance issues are governed by the Service Level Agreement.

(b) Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty, if applicable, or Software Warranty will be repair or replacement of the defective Product within thirty (30) days of the written notice of the defective Product by the Customer, including, for Hardware, within 30 days after the receipt of the Hardware by Company from Customer and verification of the defect. If Company cannot repair or replace the defective Software during the Software Warranty Period, Company will refund all amounts paid by Customer for the defective Software and Company can terminate the Agreement. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware, if applicable, and Software Warranties do not apply to any defect or failure to operate that is attributable to:

(i) Customer's misuse or abuse of or failure to maintain the Product;

(ii) Customer's failure to operate the Product in accordance with the Documentation;

(iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement;

(iv) any change made to the Product by Customer without Company's written approval;

(v) any defect, limitation or incompatibility in any equipment or other component installed by Customer;

(vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies;

(vii) any material change in Customer's business or in the operating conditions under which the Product is used;

(viii) translations; or

(ix) Third-Party Products.

7.3 Return Merchandise Authorization. If Customer experiences the failure of any Customer-owned Hardware no longer covered under the Hardware Warranty, Customer may notify Technical Support to attempt to diagnose and resolve any issues via online and/or phone communication with the Customer. If the issue is not resolved, Customer will be forwarded an RMA Request Form with full instructions to complete and return the hardware to the Company's RMA Department for evaluation and verification of any malfunction. If hardware is not received by the RMA Department, or if Customer fails to respond to any subsequent questions or communications regarding the RMA within thirty (30) days, the RMA will be closed. A new RMA Request Form will be required should the Customer wish to pursue RMA evaluation in the future.

Once the hardware covered by the RMA is received by the RMA Department, the hardware will be evaluated, and Customer will be provided one or more of the following options:

(a) No malfunction or issue detected. Device performed correctly and will be returned to Customer.

(b) Issue confirmed. Cost estimate to repair will be provided to Customer. Upon Customer approval, device will be repaired, tested and returned to Customer.

(c) Issue confirmed. Beyond repair, recommendation to replace at Customer cost will be provided. Device will be recycled by Company or returned unrepaired to Customer upon Customer decision.

7.4 Disclaimer. THE WARRANTIES OF SECTION 7.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Company, at its sole expense, agrees to defend and indemnify Customer against any third party claim that Customer's use of the Products, as delivered by Company to Customer and used in accordance with this Agreement and the Documentation, directly infringes a third party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret, provided that: (i) Customer notifies Company in writing within thirty (30) days of the claim; (ii) Company has sole control of the defense and all related settlement negotiations, as long as such settlement shall not include a financial obligation on Customer; and (iii) Customer provides Company with the information, assistance and authority to enable Company to perform Company's obligations under this Section. In any action based on claim of infringement, Company may, at its option and own expense and as its entire obligation to Customer with respect to such claims, either: (1) procure the right for Customer to continue using the Products in accordance with the provisions of this Agreement; (2) make such alterations, modifications or adjustments to the Products so that the infringing Product becomes non-infringing without incurring a material diminution in performance or function; (3) replace the Product with a non-infringing substantially similar substitute; or (4) if neither (1), (2), nor (3) can be achieved after the exercise of commercially reasonable efforts, either Party may terminate the Agreement for the affected Product and Company shall issue a refund to Customer for any prepaid but unused fees. Company shall have no liability or obligations for an infringement claim pursuant to this Section to the extent that it results from: (a) modifications to the Products made by a party other than Company, if the claim would not have occurred but for such modifications; (b) the combination, operation or use of the Products with non-Company equipment, devices, products or data, unless the claim would not have occurred but for the use of the Product in the combination, operation or use; (c) the use of an unsupported version of the Product; (d) use of the Product outside the scope of this Agreement or the documentation; (e) Company's use of any designs, plans, instructions, specifications, diagrams or the like, provided by Customer; or (f) Customer's failure to use all applicable enhancements and upgrades to the Products made available to Customer by Company, if the claim would not have occurred but for such failure. Nothing in this provision shall be construed as a limitation on Customer's ability to retain legal counsel at its own expense to monitor the proceedings.

8.2 Customer agrees to hold Company harmless from and against any and all claims that Company may incur based upon data provided by Customer to Company, directly infringes a third-party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret.

8.3 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.5 ALLOCATION OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE

PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. TERM AND TERMINATION

9.1 Term of Agreement. The Agreement begins on the Effective Date and continues until terminated pursuant to this Section 9.

9.2 Termination Rights. The Agreement (including any of the Incorporated Agreements) may only be terminated as follows:

(a) by mutual, written agreement of the parties;

(b) by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party;

(c) at the end of the last active License Period pursuant to Section 3.2**;**

(d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within sixty (60) days.

(e) Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by the Customer's City in any fiscal period for any payments due hereunder, Customer will notify Company of such occurrence in writing at least sixty (60) days prior to the end of the then-current fiscal period, including documentation of defunding from the entity, and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Customer of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

9.3 Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies:

(a) Customer shall immediately cease all use of all Hardware and all Software and delete or return to Company all copies of Software in Customer's possession;

(b) all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 5, 7.3, 8, 9.3, and 10 of the MSLA, and Sections 5.1, 6, 7, 8, 9, and 10 of the Professional Services Agreement (if the PSA is an Incorporated Agreement) shall survive termination;

(c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and

(d) Customer will immediately pay Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement.

10. CONFIDENTIAL INFORMATION; PUBLICITY

10.1 Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 10 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written confirmation of that confidential status within thirty (30) days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Company Confidential Information. A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this

Agreement. A Recipient will handle any Confidential Information with the same care as it does its own confidential information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria:

(a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession was obtained lawfully;

(b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records;

(c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or

(d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality.

Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and, or as required by law, opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

10.2 Notwithstanding anything contained herein to the contrary, the parties acknowledge that if the Customer is a government entity and subject to the Federal Freedom of Information Act, the Customer shall not be responsible to the Vendor for any disclosure of Confidential Information pursuant to the Act or pursuant to official public records act laws, rules, regulations, instructions or other legal requirement.

10.3 Terms; Publicity. The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows:

(a) with the prior written consent of the other party;

(b) as otherwise may be required by law or legal process;

(c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and

(d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least ten (10) days' prior written notice of such disclosure.

Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

10.4 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

10.5 Insurance. Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

10.6 Customer Responsibility. Customer is solely responsible under the Agreement for all actions of its officers,

directors, employees and contractors. Customer is solely responsible for the use of the Software, including but not limited to: assuring proper installation and configuration (if not installed and configured by Company); audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation. Company is not responsible for any loss of data by Customer resulting from improper conversion Customer's data to or from the data formats and data structures used by the Software. Customer has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer data. Customer is solely responsible to prevent unauthorized access to, or use of, Products or Services hereunder, and will notify Company promptly of any such unauthorized access or use. Customer will comply with all applicable laws in its use of Products and Services hereunder.

10.7 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

10.8 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances:

(a) with the express written consent of the other party, which may not be unreasonably delayed or withheld;

(b) as part of a re-organization or restructuring;

(c) to the surviving entity of a merger transaction; or

(d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party.

A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

A license transfer fee may be assessed by Company in the event of Customer acquisition/change in control.

10.9 Changes & Waivers. Company reserves the right to change the terms and conditions of this Agreement at any time. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

10.10 Governing Law. The laws of the State of Idaho, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Notwithstanding anything to the contrary in this Section 10.10, no disputes between the parties shall be brought by either party in the state's small claims courts.

10.11 Dispute Resolution.

(a) The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative dispute procedure as their initial recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with this dispute resolution procedure.

(b) At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations.

(c) If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other party in writing, then either party shall be free to pursue all rights and remedies as set forth in this Section 10.11.

(d) Any and all controversies, claims, or disputes arising out of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration and pursuant to Idaho law. Disputes that Customer agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law. The place of arbitration shall be Idaho, and Idaho State law shall apply. The arbitrator shall have no authority to award any punitive, exemplary, special or consequential damages of any kind. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision including findings of fact and conclusions of law on the merits of its award. The arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law.

10.12 Attorney Fees. The prevailing party in any arbitration or litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney's fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.

10.13 Conflicts. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.

10.14 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 10.14. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.

10.15 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

10.16 Headings; Interpretation. Headings are used in the Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, "includes" (or "including") means without limitation.

10.17 Export Compliance. The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied- party list. Neither party will access or use any Products or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

10.18 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

10.19 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

10.20 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document that conflict with the terms of the Agreement or the Order will have no effect and are hereby rejected.

11. STATE OF IDAHO REQUIREMENTS: The following provision(s) are required by the State of Idaho. The inclusion of these provision(s) in this Agreement does not indicate City's support or opposition to these provision(s) nor agreement by City that these clause(s) are relevant to the subject matter of this Agreement. Rather, these provision(s) are included solely to comply with the laws of the State of Idaho.

11.1 Anti-Boycott Israel Act: Company certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

11.2 Ownership or Operation by China: Company certifies that it is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

11.3 No Public Funds for Abortion Act (NPFAA): Company certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701.

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, RENEWING AND AMENDING FEES PREVIOUSLY SET FORTH IN RESOLUTION NO. 2024-30 OR BY POCATELLO MUNICIPAL CODE FOR CITY SERVICES INCLUDING ANIMAL SERVICES, DEVELOPMENT REIMBURSEMENT, POLICE DEPARTMENT, PRT TRANSIT SYSTEM, UTILITY BILLING, AND ZOO IDAHO; ENACTING NEW FEES FOR AIRPORT SERVICES, ALCOHOLIC BEVERAGE LICENSES, BUSINESS LICENSES, CEMETERY, COMMERCIAL ACTIVITIES IN PARKS & PUBLIC PLACES, CONSTRUCTION TRADES, ENGINEERING REVIEW SERVICES, FIRE DEPARTMENT, GEOGRAPHICAL INFORMATION SERVICES, LIBRARY SERVICES, RENTAL AND ADMISSION FOR PARKS & RECREATION ACTIVITIES, PARKS & RECREATION FACILITY USE, PLANNING & DEVELOPMENT SERVICES, PUBLIC RECORDS, SANITATION DEPARTMENT, CONSTRUCTION SITE SEDIMENT & EROSION CONTROL, WATER DEPARTMENT, AND WATER POLLUTION CONTROL (WPC); AND RESCINDING FEES FOR CHILD CARE LICENSES AND CHILDREN GROUP TREATMENT CENTERS; PROVIDING THAT THESE FEES SHALL BE EFFECTIVE OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026.

WHEREAS, the City of Pocatello City Council regularly sets fees for City provided services, licenses, permits, and programs available to the public, pursuant to Pocatello Municipal Code; and

WHEREAS, the City Council adopted Resolution No. 2024-30 on August 15, 2024 for the fees charged for City Departments and Services for the Fiscal Year 2025; and

WHEREAS, City department managers and superintendents have reviewed the fees charged for City provided services, licenses, permits, and programs for their respective departments, and made recommendations to the City Council for the renewal and/or amendment of said fees for Fiscal Year 2026; and

WHEREAS, a public hearing was held August 7, 2025 at a Regular City Council meeting wherein the City Council heard comments from the public concerning the proposed fees; and

WHEREAS, the City Council has determined that said recommended fees be renewed and/or amended for Fiscal Year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That fees for City provided services, licenses, permits, and programs for Fiscal Year 2026 shall be adopted and charged as they are more specifically delineated on Exhibits "A" through "X", which are attached to this Resolution and incorporated herein.

2. That the fees provided for in Exhibits A through X shall be effective October 1, 2025 through September 30, 2026.

RESOLVED this _____ day of August, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

EXHIBIT A
POCATELLO REGIONAL AIRPORT FEES

Fuel Fees

Fuel Flow Fee	$.07 per gallon or as per lease agreement

Landing Fees

Signatory: Any Air Carrier, Air Taxi, Air Cargo, or Air Tanker with scheduled daily service and/or any Pocatello Regional Airport leaseholder:

Per lease agreement, or	
Aircraft 12,500 pounds maximum gross landing weight (MGLW) and under, per landing	$19.60
Aircraft over 12,500 pounds MGLW, per number of pounds MGLW	$1.57 per 1,000 pounds

Non-Signatory: All Non-Based FAR Part 119, 121 and/or 135 Aircraft:

Aircraft 12,500 pounds MGLW and under, per landing	$25.46
Aircraft over 12,500 pounds MGLW, per number of pounds MGLW	$2.04 per 1,000 pounds

ARFF Index Upgrade Fee $100.00 per hour

Applies to any request for ARFF index upgrade above Index B. Two (2) hour minimum charge applies. Unless otherwise specified in writing, upgrade fee shall apply one (1) hour prior to actual operation and continue until fifteen (15) minutes after departure and all personnel are clear of the ramp.

After-Hour Charges

Fees apply to all requests for services from 10:00 p.m. to 6:00 a.m. every night, Sunday through Friday, and 7:00 p.m. Saturday night through 6:00 a.m. Sunday morning, excluding signatory scheduled air carriers. Two (2) hour minimum charge applies. Unless otherwise specified in writing, after hour charges shall apply one (1) hour prior to actual operation and continue until all personnel are clear of the ramp, or until fifteen (15) minutes after departure. The two (2) hour minimum does not apply when operations occur within normal hours.

Airport Operations and Airport Conditioning Monitoring	$63.00 per hour
Aircraft Rescue and Firefighting	$63.00 per hour
Airport Law Enforcement Officer	$63.00 per hour
Snow and Ice Control	$187.00 per hour

Sterile Area and Commercial Ramp Use Fees
(charged only to non-signatory carriers)

Sterile Area Use Fee (does not include TSA or private screeners, which are coordinated separately)	$3.00 per person, $100.00 minimum
Aircraft Terminal Ramp Parking (one (1) day minimum; each day begins at 6:00 a.m. local time)	$150.00 per day
Boarding Bridge Use Fee (subject to Airport approval)	$150.00 per use

Pocatello Regional Airport Conference Room Rental

Full Day (over four (4) hours)	$210.00
Half Day (four (4) hours or less)	$135.00
Projector Rental*	$100.00 per day*
Laptop Rental*	$85.00 per day*

*Only available in conjunction with conference room rental.

Fee waiver available for airport tenants. Conference room use and fee waiver is subject to Airport Manager approval.

Access Badge Fees

Initial Issue	$60
Annual Recurrent Fee	$55
Badge Renewal Fee	$60
CHRC/Fingerprint Fee	$35
Signatory Failure to Report Fee/Return Badge Fee	$150 per badge
Unaccounted for Badge Fee	$100 1st occurrence $150 2nd occurrence $300 3rd occurrence

A 2.9% + $.30 fee will be added to all badge fees paid through card transactions on AirBadge and a 2.74% convenience fee will be charged on all other card transactions.

EXHIBIT B
ALCOHOLIC BEVERAGE LICENSES

1. Bannock County and Power County fees for City liquor, beer, and wine annual licenses shall be as follows:

TYPE OF LICENSE	**FEE**
Liquor, regular:	$562.50
Liquor, golf courses:	$300.00
Beer, off premises:	$50.00
Beer, on premises:	$150.00
Wine, on premises, off premises, or both:	$200.00
Administrative Fee for Site Change:	$50.00
Administrative Fee for Proprietor Change:	$25.00
Catering Permit Fee:	$20.00 per day

2. Fees for new liquor, beer, and wine licenses, shall be reduced by fifty percent (50%) if issued later than six (6) months into the licensing period.

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT C
ANIMAL SERVICES

Fees for Impoundment	$15.00 per day whenever an animal is impounded, plus any medical costs
Release Fees (Owner Surrender)	$30.00 per animal or $60.00 for litters of three (3) or more
Owner Requested Pick up of animal(s) (as approved in special instances only)	$35.00 in addition to other applicable fees
Euthanasia Release Fees	$40.00/per animal
Shelter Quarantine Fees	$165.00 (10-day quarantine period)

Adoption Fees:

Dogs and Puppies	$130.00
Cats	$35.00
Kittens	$50.00

Adoption fees for animal species other than dogs and cats shall be set according to the fair market value of the animal as determined by the Director of Animal Services

Animal at Large Violations:

First Violation	$30.00
Second Violation within one year	$60.00
Third Violation within one year	$100.00

Dog License Fees:	**Licensing Campaign Fees***	**Regular Fees:**
Non-spayed/non-neutered	$12.50	$25.00
Spayed/neutered	$7.50	$15.00
Senior citizen		
non-spayed/non-neutered	$9.00	$18.00
spayed/neutered	$2.50	$5.00
Cat License	$2.50	$5.00

Current year's cat license is included with purchase of a microchip

Late License Fee Penalty	$5.00 added to cost of the License Fee
Duplicate licenses	$1.00
Animals adopted from the animal shelter	1st year license included in adoption fee

*The regular license fees shall be charged for any unlicensed animal impounded, regardless of whether or not a licensing campaign is being conducted.

TYPE OF LICENSE/PERMIT	REGULAR FEES
Commercial Kennels (Boarding/Grooming)	
Renewed in the month of May	$50.00
Late Renewal	$55.00
Multiple Animal Housing (in addition to individual dog licenses)	
First Year	$25.00
Renewed in the month of May	$10.00
Late renewal	$15.00
Large livestock	
First Year	$50.00
Renewed in the month of May	$25.00
Late renewal	$30.00
Small Livestock	
Renewed in the month of May	$5.00 per animal
Late renewal	$5.00 per animal + $5.00 late penalty
Pet Stores	
Renewed in the month of May	$50.00
Late renewal	$55.00
Other Shelter Fees:	
Volunteer Training/Shirt	$14.15 plus tax
Microchip Implant (Home Again)	$21.23 plus tax

Fees for violation of the following provisions of Pocatello Municipal Code, Title 6 "Animals":

NUISANCE ANIMAL VIOLATIONS	$30.00
DOG/CAT LICENSING VIOLATIONS	$30.00
ANIMAL AT LARGE VIOLATIONS	
First Violation	$30.00
Second Violation in one (1) year	$60.00
Third Violation in one (1) year	$100.00

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT D
BUSINESS LICENSE FEES

1. Fees for licensure of School Crossing Guards, pursuant to Title 5 "Business Licenses and Regulations" of the Pocatello Municipal Code, shall be as follows:

Initial License Fee	$80.00
Annual Renewal Fee	$40.00

2. Fees for licensure of Private Detective Agencies, pursuant to Title 5 "Business Licenses and Regulations" of the Pocatello Municipal Code, shall be as follows:

Private Detective Agency/Business License	$100.00 annually
Initial Detective/Security Guard License	$80.00
Renewal of Detective/Security Guard License	$40.00 annually
Identification Card Replacement Fee	$5.00 per card

3. Fees for licensure of Solicitors and Peddlers, and identification cards for Pan Handlers, pursuant to Title 5 "Business Licenses and Regulations" of the Pocatello Municipal Code, shall be as follows:

Solicitor/Peddler Business License	$100.00 annually
Individual Solicitor/Peddler License	$80.00 annually
Renewal of Individual Solicitor/Peddler License	$40.00 annually
Identification Card Replacement Fee	$5.00 per card

4. Fees for licensure of Taxicab Businesses and Taxicab Operators, pursuant to Title 5 "Business Licenses and Regulations" of the Pocatello Municipal Code, shall be as follows:

Initial Taxicab Business License	$100.00
Taxicab Business License Renewal	$50.00 annually
Initial Taxicab Operator License	$80.00
Taxicab Operator Renewal	$40.00 annually
Identification Card Replacement Fee	$5.00 per card*

*In the event that the City of Pocatello adopts ID cards for Taxi Drivers, a $5.00 replacement card fee will be imposed when applicable,

5. Fees for licensure of Sexually Oriented Businesses and Sexually Oriented Business Employees, pursuant to Title 5 "Business Licenses and Regulations" of the Pocatello Municipal Code, shall be as follows:

Initial Sexually Oriented Business License	$150.00
Sexually Oriented Business License Renewal	$100.00 annually
Initial Sexually Oriented Business Employee License	$80.00
Sexually Oriented Business Employee License Renewal	$40.00 annually

6. Fees for licensure of Auctioneer, Carnivals/Circus, Christmas Tree Lots, and Pawnbrokers, pursuant to Title 5 "Business Licenses and Regulations" of the Pocatello Municipal Code, shall be as follows:

Auctioneer	$100.00 annually
Carnivals/Circus	$100.00 annually
Christmas Tree Lots	$50.00 annually
Pawnbrokers	$50.00 annually

7. Applications for each license renewal listed in this exhibit must be submitted prior to its expiration in order to qualify for the above-listed applicable renewal fee. Applications received after the expiration date shall require payment of the initial license fee.

A 2.74% convenience fee will be charged on all card transactions

EXHIBIT E
CEMETERY FEES

1. Fees for cemetery property and services shall be as follows:

PROPERTY FEES:	**Non-Resident**	**Resident**
Full Size Plot*	$3500.00	$2500.00
Infant or Ash Plot, & Single Ash Niche*	$710.00	$540.00
Double Ash Niche*	$1420.00	$1080.00

*Includes Endowment (maintenance) Fees

SERVICES:	**Non-Resident**	**Resident**
Open/Close Fee	$865.00	$690.00
Saturday Fee	$385.00	$385.00
Deed Transfer Fee	$60.00	$60.00
Indigent Burial Fee	$300.00	$300.00
Disinterment Fee	$1000.00	$1000.00

2. An additional fee of $200.00 will be added for opening/closing services to be performed on Mondays or the first work day after a holiday if the request is received after 12:00 p.m. on the previous Friday, or the last normal business day preceding the holiday.

3. An overtime fee of $220.00 per hour (charged at the onset of each hour in one (1) hour increments) will be charged for work performed after regular cemetery staff hours.

4. The Cemetery Supervisor shall have the authority to determine eligibility for residential status for fee purposes.

5. A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT F
FEES FOR COMMERCIAL ACTIVITIES IN PARKS

The following fees are required for commercial activities in parks in the City of Pocatello:

Concessions/Vendors Mobile and/or Non-Mobile Concession/Vendor	**Non-Profit**	**For Profit**
Per Day	$15.00	$44.00
Per Month (6 months maximum)	$55.00	$170.00

Special Event Permits

Special Event permits are required for those events which are provided for and open and available to the general public. Special Events may also consist of one (1) or multiple participating vendors.

	Events with Under 50 People Attending	Events with 50-99 People Attending	Events with 100-199 People Attending	Events with 200 or More People Attending
Primary Event Sponsor (Non-Profit)	$22.00	$42.00	$80.00	$105.00
Primary Event Sponsor (For Profit)	$40.00	$80.00	$152.00	$200.00

Independent Vendor at Event

Independent vendors at a special event which has a primary sponsor shall be subject to the above-listed rate schedule. The primary sponsor of the event is responsible for obtaining and/or providing the special event permit, all vendor permits, event and vendor insurance coverage, Southeastern Idaho Public Health permits, and/or exception forms (if vendors will be offering food for sale or for free), proof of non-profit vendor status (if applicable), as well as collection and payment of fees (to include applicable vendor fees).

Commercial Photography and Video Recording Permits

Still photography	$50.00 per day
Video Recording	$100.00 per day

A 3% convenience fee will be charged on all card transactions.

EXHIBIT G
CONSTRUCTION TRADE FEES

CONTRACTOR LICENSE/ REGISTRATION FEES

A. **Class A-1** commercial builder's license: $150.00
This license is required to contract for construction, demolition, alteration or repair of commercial structures and also allows the licensee to perform classes A-2 and B work, in accordance with the building codes adopted by the city.

B. **Class A-2** residential builder's license: $100.00
This license is required to contract for construction, demolition, alteration, or repair of any type or size of one (1) and two (2) family residential structures or structures accessory to such residential structures in accordance with the building codes adopted by the city, and also allows the licensee to perform class B work.

C. **Class B** limited builder's license: $50.00
This license restricts the holder to contracting for limited construction trades work which does not involve construction of a structure itself, including, but not limited to, such types of work as: repair/maintenance/installation of siding, windows, roofing, tile, carpet, cabinets, counters, sprinkler systems, water, and sewer lines, sheetrock, patio covers, porches, decks, certain sunrooms, small sheds, small detached garages, concrete work, paint, plaster work, house moving, mobile home installs, excavation, and the like.

EXCEPTIONS:
After review of proposed plans, the building official in any calendar year may issue a one (1) time project specific class A-2 license to the holder of a class B license provided that:

1. the construction contract is less than $10,000.00;
2. the project is deemed to be lesser in scope than the normal class A-2 license work; and
3. the contractor has demonstrated the ability to perform the work in a competent manner

D. Electrical Contractor: Electrical contractors, journeymen, and apprentices are not required to obtain a city license, but must have a current State of Idaho electrical contractor's license in order to perform any electrical work as defined in Title 15 "Buildings and Construction" of the Pocatello Municipal Code within the city. Property owners performing electrical work on their own property do not need a contractor's license.

E. Plumbing contractor:
Plumbing contractors, journeymen, and apprentices are not required to obtain a city license, but must have a current State of Idaho plumbing contractor license. The State license is required to perform plumbing work covered by the plumbing regulations established by the International Association of Plumbing and Mechanical Officials. No firm or corporation shall perform any work unless at

least one (1) member of such firm or corporation is a journeyman plumber. Property owners performing plumbing work on their own property do not need a contractor's license.

EXCEPTIONS:
A plumbing contractor's license is not required for the following work:

1. Performance by the owner or contract purchaser of the premises of plumbing work in a single- or duplex-family dwelling, including accessory building, quarters, and grounds in connection with such dwelling, provided that the person shall comply with the minimum standards, rules, and regulations applicable to plumbing work; and
2. Work performed by otherwise licensed contractors who generally engage in the business of installing, altering, or repairing sewers, private and public sewage disposal systems, and water distribution and/or drainage lines outside the foundation walls of any building or structure

Gas fitter/HVAC contractor:

Gas fitter/HVAC/mechanical contractors, journeymen, and apprentices are not required to obtain a city license, but must have a current State of Idaho contractor's license in order to perform any work as defined in Title 15 "Buildings and Construction" of the Pocatello Municipal Code within the city. Property owners performing mechanical work on their own property do not need a contractor's license.

F. Sign contractor:

This license is required for the painting, installation, erection, or construction of signs or sign display structures for which a permit is required.

EXCEPTION: $50.00
An owner may paint or erect a sign on his own premises under the limited conditio in Title 15 "Buildings and Construction" of the Pocatello Municipal Code without license.

BUILDING PERMIT FEES

Building permit fees shall be as set out in Section 107 and Table 1-A of the 1997 edition of the Uniform Building Code. Permits based on valuation for Commercial and residential construction includes, but is not limited to; new construction, additions, remodels, accessory structures, decks, mobile home installations, retaining walls, commercial re-roofs, and commercial roof overlays.

The costs used to determine fees shall be figured by adding together all labor charges and all costs of materials and equipment installed.

Residential Plan Review Fee:35% of the Building Permit Fee.

Commercial Plan Review Fee: 65% of the Building Permit Fee.

Note: When more than one (1) identical commercial buildings are on the same parcel and are submitted for plan review, only one (1) plan review fee shall be required. In such case,

site plans showing all building placements, utility placement, and site improvements must be submitted with the application for the plan review of the first building. Plans for each building must be submitted with each application.

Table 1-A

Building Permit Fees

Total Valuation	Fee
$1.00 to $500.00	$23.50
$501.00 to $2,000.00	$23.50 for the first $500.00 plus $3.05 for each additional $100.00, or fraction thereof, to and including $2000.00
$2,001.00 to $25,000.00	$69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$391.75 for the first $25,000.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$643.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$993.75 for the first $100,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
$500,001.00 to $1,000,000.00	$3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and up	$5,608.75 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00, or fraction thereof

New Residential Mechanical Permits

Up to 1,500 sq. ft. $1301,501 to 2,500 sq. ft. $195
2,501 to 3,500 sq. ft $260
3,501 to 4,500 sq. ft $325
Over 4,500 sq. ft. $325 plus $65 for each additional 1,000 sq. ft. or portion thereof
Example: $325 + ($65 x # of additional 1.000 sq. ft. or portion thereof)

New Residential Plumbing Permits

Up to 1,500 sq. ft. $130
1,501 to 2,500 sq. ft. $195
2,501 to 3,500 sq. ft $260
3,501 to 4,500 sq. ft $325
Over 4,500 sq. ft. $325 plus $65 for each additional 1,000 sq. ft. or portion thereof
Example: $325 + ($65 x # of additional 1.000 sq. ft. or portion thereof)

New Residential Electrical Permit

Up to 1,500 sq. ft. $130
1,501 to 2,500 sq. ft. $195
2,501 to 3,500 sq. ft $260
3,501 to 4,500 sq. ft $325
Over 4,500 sq. ft. $325 plus $65 for each additional 1,000 sq. ft. or portion thereof

Example: $325 + ($65 x # of additional 1.000 sq. ft. or portion thereof)

New Residential Erosion & Sediment Control (ESC) Permit: $100

Solar Voltaic System Installation Fees:

Residential:
Permit fees will be based on the valuation from Table 1-A above. Residential Plan review fees will be applied and due prior to plan review. Electrical permit fees will be applied to the building permit.

Commercial:
Permit fees will be based on the valuations from Table 1-A above. Commercial Plan review fees will be applied and due prior to plan review. Electrical permit fees will be applied to the building permit.

GENERAL RESIDENTIAL PERMITS:

Residential Irrigation system installations	$65
Commercial Irrigation System Installations	See Commercial Plumbing Fee Schedule
Residential Re-Roof or Roof Overlay	$65
Commercial Re-Roof or Roof Overlay	See Table 1-A, Building Permit Fees
Demolition	$65
Fence Permit	$65

ELECTRICAL PERMITS

TEMPORARY SERVICE: $65

Service entrance used for construction purposes only.
Once permanent service is installed temporary service shall be removed.

SERVICE RECONNECT $65

Service that has been disconnected over 1 year.

Solar Voltaic Electrical Services Commercial $65

Solar Voltaic Electrical Services Residential $65

RESIDENTIAL SERVICES:
Single family, duplex, townhome, detached structures, modular, mobile/manufactured home service connections.

Existing Residence: $65 + $10 per additional branch circuit (one circuit is included in the $65)
Electric Space Heating & Air Conditioning $65
Service upgrade or service change $65

INDUSTRIAL AND COMMERCIAL PERMITS:

All commercial buildings and apartment buildings with three (3) or more dwelling units will be deemed commercial

Distribution wiring including pedestal(s) on services for mobile home park spaces. See Residential Service above for individual mobile home service connections.

The total wiring costs used to determine fees shall be figured by adding together all labor charges and all costs of materials and equipment installed as part of the wiring system, including the value of factory-installed wiring switches and controls on equipment. Provided, however, that motors, appliances, and utilization equipment, except light fixtures, are not included.

Total Wiring Cost	**Permit**	**Added Percentage**
Up to $20,000.00	$65	2% of wiring costs up to $400.00
$20,000.00 and over	$65	$400.00 plus 0.5% (one-half (1/2) of one percent (1%)) of costs over $20,000.00

ELECTRIC SIGNS AND OUTLINE SIGNING: $65 per sign

CARNIVAL OR CIRCUSES: $65 + $10 per ride, concession or generator

Carnivals, circuses, or similar entertainment operations using self-contained generators or commercial power for lighting or power, which charge for admission to their grounds or enclosures, shall obtain a general permit, valid for no more than seven (7) day. This permit shall entitle them to daily inspection of any of their wiring with which the public may come into contact with.

MECHANICAL PERMITS

1. RESIDENTIAL (single-family, townhome, or duplex structures only):

Base Permit	$65
Furnace, air conditioner, heat pump, evaporative cooler, unit heater, space heater, boiler (not supplying potable water), pool heater, mini-split system, fee standing gas or solid-fuel stove, gas fireplace, HRV, ERV, or any other permanent space conditioning appliance used for human comfort. This includes all associated ducts and flues attached thereto	$20 per appliance
Exhaust duct or ventilation duct: dryer ducts, range hood ducts, bath fan ducts, crawl exhaust ducts, and similar exhaust ducts or ventilation ducts.	$15 for first duct Plus $5 per additional duct.
Fuel Gas Piping	$5 per appliance outlet
Hydronic System (Does not include boiler, see above)	$5 per zone

COMMERCIAL/INDUSTRIAL PERMITS:

All commercial buildings and apartment buildings with three (3) or more dwelling units will be deemed commercial

Installation costs up to $20,000.00	$65 minimum fee, plus 2% of the total mechanical cost up to $400.00
Installation costs over $20,000.00	$65 minimum fee, plus $400.00, plus 1.5% of said costs over $20,000.00

RESIDENTIAL PLUMBING PERMITS

Existing residence, detached structures, remodels, and additions
$65 plus $10 per fixture (fee shall not exceed 'New' square footage fee)

WATER AND SEWER LINES:

Water line alone	$65
Sewer line alone	$65
Water and sewer line installed at the same time requiring only one (1) inspection	$65

WATER HEATERS: (residential and commercial)

Fees for replacement of previously installed gas or electric water heaters	$65

COMMERCIAL AND INDUSTRIAL PERMITS: All commercial buildings and apartment buildings with three (3) or more dwelling units will be deemed commercial. This also applies to remodeling, alterations, replacement of a single fixture, irrigation installations and so forth, all of which are subject to inspection

Installation costs up to $20,000.00	$65 minimum fee, plus 2% of the total plumbing costs up to $20,000.00
Installation costs over $20,000.00	$65 minimum fee, plus 2% of the total plumbing costs up to $20,000.00, plus 1.5% of costs over $20,000.00

OTHER INSPECTIONS AND FEES:

Inspections outside of normal business hours Minimum 2 Hours	$100 per hour
Re-inspection, including jobs not ready at time requested and inspections requiring more than two (2) visits per item	$65 per hour
Other inspections not otherwise covered Minimum 1 hour	$65 per hour

Additional plan review required by change, addition or revision to approved plan	$65 per trade review

Re-inspection fee must be paid prior to re-inspection activity
Additional plan review fee must be paid prior to review.

Permit fee will be doubled for work started prior to obtaining a required permit

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT H
DEVELOPMENT REIMBURSEMENT FEES

1. The City Clerk is hereby authorized and directed to assess a $2000.00 fee to developers who request that the City assess and collect pro-rated reimbursement from adjoining landowners of costs of the public improvements said developers are required to install and which directly benefit the adjoining lands.

2. The above-listed fee shall also cover the costs of preparing and recording releases for lands when adjoining landowners have paid their share of the assessed costs.

3. Development Reimbursement agreement to sunset ten (10) years from resolution date approved by City Council.

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT I
ENGINEERING REVIEW SERVICE FEES

1. Engineering review fees for subdivision development shall be as follows:

A. Survey accuracy review	$250.00 plus $25.00 per lot
Additional accuracy reviews	$150.00 per additional review
B. Preliminary Plat public improvement plan review	$100.00 plus $10.00 per lot
C. Final Plat public improvements plan review	$200.00 plus $20.00 per lot
Additional plan reviews	$150.00 per additional review

D. Quality assurance

1. Primary Inspection: Consisting of inspection throughout construction and preparation of what is commonly termed a "punch list" of unsatisfactory items, if any, and one (1) follow-up inspection for the items on the punch list.

1 – 3 lots	$500.00
4 – 10 lots	$185.00 per lot
11 – 20 lots	$175.00 per lot
21+ lots	$165.00 per lot

2. Any Subsequent Inspections: $150.00 per department, per trip to the site.

E. Retaining Wall Review and Permit

Permit fees shall be as set out in Section 107 and Table 1-A of the 1997 edition of the Uniform Building Code.

Plan review fee for retaining wall is 35% of the permit fee

Table 1-A **Retaining Wall Permit Fees**

Total Valuation	Fee
$1.00 to $500.00	$23.50
$501.00 to $2,000.00	$23.50 for the first $500.00 plus $3.05 for each additional $100.00, or fraction thereof, to and including $2000.00
$2,001.00 to $25,000.00	$69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$391.75 for the first $25,000.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$643.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$993.75 for the first $100,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00

$500,001.00 to $1,000,000.00	$3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and up	$5,608.75 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00, or fraction thereof

F. Engineering review fees for Records of Survey, Property Line Adjustment, Zone Map Amendment, Vacation of Easements, Vacation of Subdivision Plat, Vacation of right-of-way, Annexation/De-annexation shall be hereby set as follows:

A.	Survey accuracy review	$200.00
	Additional accuracy reviews	$100.00 per additional review
B.	Address alteration fees	$50.00 per request
C.	Curb and Gutter staking	$75.00 per hour
D.	Curb and Gutter Permit	$30.00 permit fee, plus:
	20 feet or less	$25.00
	Greater than 20 feet to 60 feet	$30.00
	Greater than 60 feet to 80 feet	$35.00
	Greater than 80 feet to 100 feet	$40.00
	Greater than 100 feet	$40.00, plus $0.25 per foot of portion over 100 feet
E.	Sidewalk Permit	$30.00 permit fee, plus:
	20 feet or less	$40.00
	Greater than 20 feet to 60 feet	$45.00
	Greater than 60 feet to 80 feet	$50.00
	Greater than 80 feet to 100 feet	$55.00
	Greater than 100 feet	$55.00, plus $0.25 per foot of portion over 100 feet
F.	Right-of-Way use agreements	$100.00 per agreement
G.	Right-of-Way Access Alteration (Driveways)	$30.00 per request
H.	Right-of-Way & Easement (utilities and encroachment)	$ 100.00 per request
I.	Transport/House Mover	$100.00 per request
J.	Parking Lot	$100.00 per request
K.	Floodplain Development	$100.00 per request
L.	Commercial stormwater review and	$100.00 per review

inspection

M.	Inspections, Re-inspections, including jobs not ready at time requested, and inspections requiring more than two (2) visits per item	$65.00 per hour
N.	Grading Permit and Plan Review Processing	$30.00

3. The fees listed below are in addition to the processing fee as noted in "N" Grading Permit and Plan Review Processing" above.

PLAN REVIEW:

50 cubic yards or less	No additional fee
51 to 100 cubic yards	$32.50
101 to 1,000 cubic yards	$49.00
1,001 to 10,000 cubic yards	$66.00
10,001 to 100,000 cubic yards	$66.00 for the first 10,000 cubic yards, plus $34.00 for each additional 10,000 cubic yards or fraction thereof
100,001 to 200,000 cubic yards	$352.00 for the first 100,000 cubic yards, plus $19.00 for each additional 10,000 cubic yards or fraction thereof
200,001 cubic yards or more	$525.00 for the first 200,000 cubic yards, plus $11.50 for each additional 10,000 cubic yards or fraction thereof

The above-mentioned fees in this section are not billable by fractions of cubic yards.

GRADING PERMIT:

50 cubic yards or less	$32.50
51 to 100 cubic yards	$49.00
101 to 1,000 cubic yards	$49.50 for the first 100 cubic yards, plus $25.00 for each additional 100 cubic yards or fraction thereof
1,001 to 10,000 cubic yards	$254.00 for the first 1,000 cubic yards, plus $20.50 for each additional 1,000 cubic yards or fraction thereof
10,001 to 100,000 cubic yards	$424.00 for the first 10,000 cubic yards, plus $87.00 for each additional 10,000 cubic yards or fraction thereof

100,001 cubic yards or more	$1198.00 for the first 100,000 cubic yards, plus $48.00 for each additional 10,000 cubic yards or fraction thereof

The above-mentioned fees in this section are not billable by fractions of cubic yards.

2.74% convenience fee will be charged on all card transactions.

EXHIBIT J
FIRE DEPARTMENT FEES

Fees for various services performed by the Pocatello Fire Department shall be as follows:

DESCRIPTION	FEE
ANNUAL OPERATIONAL BUSINESS PERMITS	
Business Permits Expire 12/31 of calendar year:	
Aircraft refueling vendor permit and inspection	$125.00
Aircraft refueling Individual Operator Certification	$25.00
Fire Alarm Detection System	$80.00
Automatic Fire-Extinguishing System	$80.00
Fire Extinguisher Inspection Service	$80.00
Fireworks Stand (permit and inspection)	$50.00
Fireworks Display	$125.00
Mobile Food Vendor	$45.00
CONSTRUCTION PERMITS:	
Construction Documents Review and Inspections	
Commercial	16% of Building Permit Fee
Residential	8% of Building Permit Fee
Commercial Kitchen Hood Extinguishing System (Plan Review and Inspections)	$100.00
Fire Alarm System (Plan Review and Installation Inspection)	$100.00 base fee plus $4.00/device
Fire Sprinkler, Standpipe, and Fire Pump System (Plan Review and Installation Inspection)	$150.00 base fee plus $2.00/head
Sprinkler Fire Line or Private Hydrant System Installation	$100.00
Hydrant/Water Supply Flow Testing	$60.00
Special Hazard Plan Review	$100.00

INSPECTION FEES:

Any Construction Permits requiring more than three (3) inspections	$40.00/visit
After hours inspections (Dependent upon availability. 5 p.m. – 8 a.m. and weekends are considered after hours.)	$140.00 first hour, $70.00 for each additional hour
Business Reinspection Fee, 3rd and subsequent inspections (Determined by Fire Inspector if no significant progress has been made on previous violations)	$40.00/visit
Detonation of Explosives	$150.00
Residential Fuel/Oil Tank (installation, removal or abandon in place)	$60.00
Commercial fuel/Oil Tank or other Hazardous Materials Tank (installation/removal)	$150.00/tank
Solid Fuel Burning Appliance (installation or inspection of existing appliance)	$50.00

Miscellaneous Fees:

False Alarms within a six (6) month consecutive period (business owner responsible)	
1st and 2nd false alarm	$0.00
3rd false alarm	Warning Letter
4th false alarm	$150.00
5th and subsequent false alarms	$300.00
Fire Watch	$100.00/hour
Hazardous Materials Responses:	
Mileage	Current Federal Mileage Rate
Materials and Supplies	Actual Cost
Labor or backfill, per person	Actual Cost
Technical Rescue Response costs:	
Apparatus Hourly Rate	Current Idaho Cooperative Mobilization Agreement Rate
Materials and Supplies	Actual Cost
Labor or backfill, per person	Actual Cost
Fire Response costs:	
Apparatus Hourly Rate	Current Idaho Cooperative Mobilization Agreement Rate

Materials and Supplies	Actual Cost
Labor or backfill, per person	Actual Cost

A 2.49% convenience fee will be charged on all card transactions.

EXHIBIT K
GEOGRAPHICAL INFORMATION SERVICE FEES

1. Fees for Geographical Information Services (GIS) shall be as follows:

No fee will be charged if the services are for projects from which the City will receive a direct benefit in the nature of reports, documents, or data.

DESCRIPTION	**FEE**
Digital Aerial Photography and or GIS datasets (date & hard copy) provided in 200-acre increments	$800.00 per 200 acres or portion thereof
B&W Letter - 8.5 x 11	$0.10 per page
B&W Ledger - 11 x 17	$0.10 per page
Color Letter - 8.5 x 11	$0.50 per page
Color Ledger - 11 x 17	$1.00 per page
B&W ANSI C - 17 x 22	$10.00 per page
B&W ANSI D - 22 x 34	$10.00 per page
B&W ANSI E - 34 x 44	$10.00 per page
COLOR ANSI C - 17 x 22	$25.00 per page
COLOR ANSI D - 22 x 34	$25.00 per page
COLOR ANSI E - 34 x 44	$25.00 per page

2. The final determination of the applicability of the fees shall be made by the Mayor.

3. Long-term or on-going use/access charges may be established by written contract.

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT L
LIBRARY SERVICE FEES

Overdue Fine	0.10 per day (children 17 and younger do not accrue late charges on their accounts)
Maximum Overdue Fine	$6.00
Interlibrary Loan Fees	0.25 overdue charge per day $5.00 for failure to pick up $2.00 for lost barcode band
Lost/Damaged Item	Original retail cost of the item
Lost Barcode	$1.00
Lost Book from a Kit	$15.00 paperback $25.00 hardcover
Lost Magazine	$6.00
Lost CD from audiobook	$15.00
Replacement Library Card	$1.00
Nonresident Fee	$45.00 annually
Copies	0.10 for black and white 0.50 for color
Fax	$1.00

EXHIBIT M
PARKS AND RECREATION PROGRAM, RENTAL AND ADMISSION FEES FOR PARKS AND RECREATION ACTIVITIES

1. Team Sports program fees shall be as follows:

TEAM SPORTS PROGRAM FEES

	Resident Fees	**Non-Resident Fees**
*Flag Football – 3rd & 4th Grades	$60.00	$65.00
*Youth Volleyball	$60.00	$65.00
***Basketball – 3rd - 8th Grades	$60.00	$65.00

	Fee
Youth Basketball – Developmental League Team Fee	$380.00
Adult Basketball – Men's Team Fee	$830.00
Adult Basketball – Women's Team Fee	$450.00
Adult Softball League Team Fees	
10 Games	$475.00
12 Games	$560.00
16 Games	$710.00
20 Games	$890.00
Adult Flag Football – Team Fee	$400.00

	Resident Fees	**Non-Resident Fees**
**Bannock Baseball (Spring) – 6U	$60.00	$65.00
**Bannock Baseball (Spring) – 8U	$70.00	$75.00
**Bannock Baseball (Spring/Fall) – 10U	$90.00	$95.00
**Bannock Baseball (Spring/Fall) – 12U	$90.00	$95.00
**Bannock Baseball (Spring/Fall) – 15U	$90.00	$95.00

*Includes a non-refundable $10.00 uniform fee.
**Includes a non-refundable $30.00 uniform fee.
***Includes a non-refundable $15.00 uniform fee.

	Fee
Adult Coed Volleyball – Team Fee	$300.00
Women's Volleyball – Team Fee	$300.00
Youth Programs Late Registration Fee	$15.00
Special Scheduling Request	$25.00 per occurrence
Team Change Fee	$25.00 per occurrence
Youth or Adult Program Additional Player Fee	$40.00 per player

Team Sports Classes	**Fee**
Future Hoopers – ages 5 to 8 yrs.	$50.00

2. Outdoor Recreation program fees shall be as follows:

Program	**Fee**
Overnight Wilderness Trips	

Per Family Member		$45.00 per day
Rafting Day Trips	**Resident Fee**	**Non-Resident Fee**
Per Family Member	$26.00	$30.00
Program		**Fee**
Kayaking Lessons (Indoor)		$18.00 per day
Kayaking Trips	**Resident Fee**	**Non-Resident Fee**
	$26.00 per day	$30.00 per day
Hiking Trips	$10.00 per day	$12.00 per day
Program		**Fee**
Canoeing		$35.00
SUP Fitness		$10.00 per day
Outdoor Skills		$10.00 per day
Fun Run/Walk Pre-Registration, Adult		$25.00
Fun Run/Walk Late Registration, Adult		$35.00
Fun Run/Walk Pre-Registration, Youth		$18.00
Fun Run/Walk Late Registration, Youth		$35.00
Fun Run "Series" Adult		$115.00
Fun Run "Series" Adult Late Registration		$120.00
Fun Run "Series" Youth		$65.00
Fun Run "Series" Youth Late Registration		$80.00
Program		**Fee**
Kids/Teens Climbing Lessons		$10.00 per day
Lead Climbing Classes		$25.00 per day
Adult Climbing Lessons		$25.00 per day
Climbing Trips Out-of-Town		$40.00
School Field Trip Activities (Ross Park/CRC)		$10.00 per student
Group Climbing – Indoor (at CRC)/Outdoor		$100.00 minimum fee (up to 10 people) *Additional participants $10.00 each
Program	**Resident Fee**	**Non-Resident Fee**
Adventure Seekers (4 days) *Does not include additional entrance fees such as Lava Zipline, ISU Challenge Course, etc.	125.00*	150.00*

3. Mink Creek Nordic Center program fees shall be as follows:

Program	**Fee**
Day Pass	
Child (5 and under)	No Charge
Youth (6 – 17)	$5.00
Adult (18 - 59)	$15.00
Senior (60+)	$10.00
Annual Passes (if purchased in October, a $30.00 discount per person is given)	
ID Card	$5.00
Adult Pass (18+)	$135.00 + Card
Youth Pass (6 - 17)	$90.00 + Card

Couple Pass	$250.00 + Cards
Family Pass (Minimum 2 Adults & 2 Children)	
Per adult	$125.00 + Cards
Per child	$80.00 + Card(s)
Snow Shoe/Sledding Parking / per car (5 people max)	$5.00 per day
Snowshoe/Sled Season Parking Pass / per car (5 people max)	$80.00 + Card
Group Ski/Snowshoe Lesson Series (fee includes pass and equipment)	
Adult	$20.00 per day
Child	$12.00 per day
Field Trips (schools, etc.) (includes pass, equipment, and lesson)	$10.00 per day
Skate Skiing (fee excludes equipment)	$20.00 per day
Group Lessons by Appointment (limit 2 – 4 people) (fee excludes equipment and trail passes)	$60.00 per hour Additional $10 per person up to 6 people
Private Ski Lesson (90 minutes)	$45.00
Equipment Rental Fees	
Classic Ski Package	$15.00 per day
Skate Ski Package	$25.00 per day
Adult Snowshoe Rental	$8.00 per day
Youth Snowshoe Rental	$5.00 per day
Single Classic Ski Item	$5.00 per day
Single Skate Ski Item	$10.00 per day
Toddler Skis	$5.00 per day
Chariot	$12.00 per four (4) hours
Youth Rental Package	$12.00 per day
Yurt Rental (excludes trail passes) (Max 10 youth & youth must be supervised by an adult)	
Weekday, per night	$75.00
Weekend, per night	$100.00

4. Outdoor Recreation Equipment Rental fees shall be as follows:

Item	**1 Day**	**2-3 Days**	**4+ Days**
Paddle Raft Packages			
9.5’ Self Bailing	$40.00	$35.00/day	$30.00/day
12’ Self Bailing	$50.00	$45.00/day	$40.00/day
14’ Self Bailing	$60.00	$55.00/day	$50.00/day
15’ Self Bailing	$60.00	$55.00/day	$50.00/day
16’ Self Bailing	$65.00	$60.00/day	$55.00/day
Raft Only			
9.5’ Self Bailing	$30.00	$25.00/day	$20.00/day
12’ Self Bailing	$40.00	$35.00/day	$30.00/day
14’ Self Bailing	$50.00	$45.00/day	$40.00/day
15’ Self Bailing	$50.00	$45.00/day	$40.00/day
16’ Self Bailing	$55.00	$50.00/day	$45.00/day
Frame Raft Package			
14’ Self Bailing	$70.00	$65.00/day	$60.00/day
15’ Self Bailing	$70.00	$65.00/day	$60.00/day
16’ Self Bailing	$75.00	$70.00/day	$65.00/day

IK Package			
IK Basic	$20.00	$15.00/day	$10.00/day
Tandem	$35.00	$30.00/day	$25.00/day
Stand Up Paddle Board (SUP) Package	$25.00	$20.00/day	$15.00/day
Tube Packages			
Tube	$15.00	$10.00/day	$5.00/day
Canoe Package			
16’ or 18’	$25.00	$20.00	$15.00
Camping Gear			
Backpacks	$5.00	$5.00/day	$5.00/day
Tent	$10.00	$10.00/day	$10.00/day
Sleeping Bag/Pad Combo	$8.00	$8.00/day	$8.00/day
Bear Canister	$5.00	$5.00/day	$5.00/day
Accessories			
Johnny Partner	$5.00	$5.00/day	$5.00/day
PFD	$2.00	$2.00/day	$2.00/day
Dry Box	$5.00	$5.00/day	$5.00/day
Splash Suit	$7.00	$5.00/day	$4.00/day
Booties	$3.00	$2.00/day	$2.00/day
Wetsuit	$10.00	$10.00/day	$10.00/day
Other Accessories	3% of retail cost/per day ($1.00 minimum)		
Other Durable Goods	2% of retail cost/per day ($1.00 minimum)		

Equipment Repair/Cleaning/Late Fees

	Fee
Raft Repair	$50.00/hr. plus materials
Trailer Repair	$75.00/hr. plus materials
JP Cleaning	$100.00/hr. (1-hour minimum)
Raft Cleaning Fee	$30.00/hr. (1-hour minimum)
Late Fee	150% of rental fee

Trail Building/Maintenance Equipment Rental
*Available to certified operators only

Mini Excavator	$150.00/day	$300.00/week
Dingo Loader	$100.00/day	$200.00/week
Mini Excavator + Dingo Loader	$225.00/day	$450.00/week
Operator	$50.00/hr.	
Delivery – up to 50 miles (includes pick-up)	$100.00	
Delivery – over 50 miles (includes pick-up)	$100.00 + $2.00/mile over 50 miles	

5. Ross Park Aquatic Center fees shall be as follows:

	Fee	
General Admission		
Under 1	Free	
Child (1 - 6 years)	$4.00	
Youth (7 - 17 years)	$7.00	
Adult (18 - 59 years)	$8.00	
Seniors (60+ years)	$5.00	
Military Service (Active/Veteran) Discount	$2.00 discount	
Chaperone (for those needing special assistance)	Free	
Group Discounts		
20 – 49 persons	$0.50 savings per person	
50 – 99 persons	$0.75 savings per person	
100+ persons	$1.25 savings per person	
	Fee without CRC membership	**Fee with CRC membership**
Season Swim Pass (does not include water slide)		
($5.00 ID card required for each person)		
Individual (1 – 6 years)	$50.00 + Card	
Individual (7+ years)	$100.00 + Card	
*Special Group Rate (1 – 6 years)	$40.00 + Card	$20.00 + Card**
*Special Group Rate (7+ years)	$80.00 + Card	$60.00 + Card**
Water Slide Season Pass	$50.00 Must be combined with season pass	

*Special Group Rate requires the purchase of four (4) or more passes in a single transaction.
**Must have a valid CRC membership through August of current year. Health Insurance memberships are not eligible for this discount.

Water Slide Season Pass*	$50.00
*Must be purchased with a Season Pass	
	Fee
Water Slide All Day Use	$6.00
Lazy River Resistance Walking Sessions	
*FREE/Included with Season Pass Purchase	
Daily Admission	$5.00
10-Session Punch Card	$30.00
20-Session Punch Card	$45.00
Teen Splash Dances	$6.00
School Group Field Trips	$6.00/per student
*No charge for chaperones	
Day Care Swim Lessons	$4.00/per student
Family Night (Monday & Wednesday 5:00 p.m. – 8:00 p.m.)	Half-Price general admission (excludes water slide)
Private Group Rental of Aquatics Facility (after regular hours)	$400.00/hour + $2.00/person, with a minimum of 100 people

The Parks and Recreation Director may establish group discount rates and establish policies for application of such rates. All such fees must be collected upon entrance to the pool.

Aquatic Center fees are non-refundable.

6. Community Recreation Center fees shall be as follows:

Daily User Fees	**Resident**	**Non-Resident**
Under 1 yr. of age	Free	Free
Child (1 – 5)	$2.00	$3.00
Youth (6 – 17)	$5.00	$6.00
Adult (18 – 59)	$6.00	$8.00
Senior (60+)	$4.00	$6.00
Military Service (Active/Veteran) Discount	$2.00 discount	$2.00 discount
Chaperone (for those needing special assistance)	Free	Free

Membership Fees: CRC facility memberships include use of all common facilities, participation in basic adult exercise classes and the right to member prices at the appropriate age group rate for lessons. A non-refundable card fee of $5.00 per person will also be charged for each user.

	Annual	**Monthly**
Youth (6 - 17)	$220.00 + *Card	$22.00 + *Card
Adult (18 - 59)	$300.00 + *Card	$37.00 + *Card
Couple	$440.00 + *Cards	$54.00 + *Cards
Family (couple cost + per child)	$70.00 + *Cards	$7.00 + *Cards
Senior Citizen (60+ yrs.)	$220.00 + *Card	$22.00 + *Card
ID Card Fee	$5.00 per card	

Bank Draft Institution Payment Plan: Requires proof of authorization for payment. Corporate Membership Rate requires a minimum of three (3) months' membership fees, plus a non-refundable card fee per member.

	Bank Draft	**Corporate (3 month)**
Adult (18-59)	$30.00/month + Card	$90.00 + Card
Couple	$44.00/month + Cards	$132.00 + Cards
Family (couple cost + per child)	$6.00/month + Cards	$18.00 + Cards
Youth (6 - 17)/Senior (60+yrs.)	$22.00/month + Cards	$66.00 + Cards
	Fee	
Medicaid (PHA) Membership		
Adult (18 - 59)	$200.00 (equal to 7 mo. membership) + *Cards	
Youth (6 - 17)/Senior (60+yrs.)	$200.00 (equal to 10 mo. membership) + *Cards	
*ID Cards are payable by member		
INSURANCE & GRANTS	**Monthly**	
Empowering Grant	Current fee minus 2% processing fee	
FitOn	$25.90 / month	

Renew	$3.20 per visit up to $32.00 / month
Silver & Fit	$3.00 per visit up to $30 / month
Tivity	$2.50 per visit up to $20 / month
Locker Rental (available for current members)	**Monthly**
Single	$10.00
Couple	$15.00

Recovery Fee for items recovered from unpaid lockers is $10.00 per incident.

Swimming Lessons	**Resident Fee**	**Non-Resident Fee**
School Age (includes pre-school)	$40.00/mo.	$45.00/mo.
Infant (up to 2 years)	$20.00/mo.	$25.00/mo.
	Fee	
Private Lessons	$20.00 per one-half (1/2) hour	
Semi-Private Lessons (2 people)	$30.00 per one-half (1/2) hour	

	Resident Fee	**Non-Resident Fee**
Dance & Tumbling Lessons	$25.00/mo.	$30.00/mo.
Dance & Tumbling Late Fee	$5.00/mo.	$5.00/mo.

	Member Fee	**Senior Non-Member Fee**	**Adult Non-Member Fee**
Aerobics, Aquacise			
10-Use Pass	No Charge	$35.00 + Card	$40.00 + Card
20-Use Pass	No Charge	$65.00 + Card	$70.00 + Card

	Non-Member Fee
Public Swim Punch Card	
10-Use Punch Card	$40.00 + Card
20-Use Punch Card	$70.00 + Card
Climbing Wall Punch Card	
10-Use Punch Card	$40.00 + Card

Room Rental	**Fee**
Conference Room (public meeting use)	$25.00 per hour
Dance Studio (for individuals)	$20.00 per hour
Dance Studio (organized groups only; additional restrictions may apply)	First hour: $45.00 + Resident Admission per person Additional hours: $30.00 per hour + Resident Admission per person
Gym Rental (restricted uses only) (No team practices)	First hour: $45.00 + Resident Admission per person Additional hours: $30.00 per hour + Resident Admission per person
Multipurpose Room	First hour: $45.00 + Resident Admission per person

	Additional hours: $30.00 per hour + Resident Admission per person

Other	**Fees**
Family Night Special (Wednesday)	Half-Price Admission
School Field Trip Activities	$6.00 per student
School Field Trip – Climbing Wall	$10.00 per student

7. The Parks and Recreation Director shall have authority to set rates for additional point of sale fees, programs, special programs, group events, and other occasional recreational activities not listed above as the need arises.

8. All fees include Idaho sales tax, as required by law.

9. Waiver of a portion of, or the entire cost of registration for certain of the above program fees may be granted in certain cases and within certain income guidelines upon application to the Parks and Recreation Department, per departmental policy.

10. An Administrative Cancellation Fee of $15.00 may be assessed on program registration and facility rental cancellations. Cancellation policies shall be included on individual permit/rental paperwork.

A 3% convenience fee will be charged on all card transactions.

EXHIBIT N

PARKS AND RECREATION FACILITY USE FEES

1. Park use fees shall be as follows:

	Fee
Use of non-shelter/non-sports field portion of park for various events, plus table rental, if applicable	$75.00
Picnic Tables, includes delivery to/from park	$25.00 per table, per day
Beer/Wine permits per approved park area - in addition to park use fee above	$50.00 per day

Tennis & Pickleball Court Rental	**Fee**
Non-sanctioned organizations	
6:00 a.m. – Noon	$20.00 per court
Noon – 6:00 p.m.	$20.00 per court
6:00 p.m. – 11:00 p.m.	$30.00 per court
All day use	$50.00 per court
Sanctioned league	
Per court, per hour	$2.00
Tournament Fees	
One (1) day	$60.00 per court
Two (2) half (.5 & .5) days	$120.00 per court

Baseball/Softball Park two (2) day reservation (half the fee below for one (1) day reservation)	**Fee**
Watkins Rainbow Park (four (4) fields) (lights $25.00/hr. additional per field)	$480.00
OK Ward Park (four (4) fields)	$400.00
Tydeman Park (lights $25.00/hr.)	$120.00
NOP Baseball (five (5) fields)	$600.00
NOP Brown Softball (one (1) field)	$120.00
Halliwell (one (1) field) (lights $45.00/hr. additional)	$200.00

Additional Garbage Service Fees (Softball Tournaments)	
Up to sixteen (16) teams	$65.00
Over sixteen (16) teams	$97.50
Field Preparation *Rounded to the next hour, not billable by minutes	$25.00 per hour (1-hour min.)
Ballfield individual game rental	$50.00 per game (incl. field prep.)
Halliwell Ballfield individual game rental	$100.00 per game (incl. field prep.)
Sports field Turf Areas (i.e. soccer, lacrosse, football, rugby,	$12.00 per hour, or $52.50 per

etc.)	day/per park location
Baseball/Softball Fields (individual)	$10.00 per hour, or $50.00 per day/per park location (no field prep.)

City Creek, Mink Creek NC & Ross Park Climbing Area/Trail Use (non-exclusive use)

Commercial Use	
Without volunteer trail work (up to 2 days use)	$300.00
With 20 hours of volunteer trail work (up to 2 days use)	$100.00
Non-Commercial Use (per day)	$75.00

Disc Golf Course Use (exclusive use) (Mink Creek NC, Sister City, Ross Park)

Without volunteer course work (up to 2 days use)	$300.00
With 20 hours of volunteer course work (up to 2 days use)	$100.00

Ross Park Climbing Areas (Sunny Side & Shady Side) (exclusive use)

Without volunteer course work (up to 2 days use)	$300.00
With 20 hours of volunteer course work (up to 2 days use)	$100.00

USER GROUPS:	**(A)** **Pocatello Resident** **PUBLIC USE** (family gatherings, company picnics, public meetings, etc.) **CURRENT FEES**	**(A)** **Pocatello Resident** **PUBLIC USE** (family gatherings, company picnics, public meetings, etc.) **PROPOSED FEES**	**(B)** **Non-Resident** **PUBLIC USE** (family gatherings, company picnics, public meetings, etc.) **CURRENT FEES**	**(B)** **Non-Resident** **PUBLIC USE** (family gatherings, company picnics, public meetings, etc.) **PROPOSED FEES**
Pavilions WITH Electrical Power: *Raymond; Alameda; Ross Park: Upper, Pleasure Land & Band Shell; Caldwell; Taysom Rotary; Sister City; Simplot Square; Centennial; Tydeman ***Ross Park Lower** and **OK Ward** *(East/West)*	5 hr. Time Slot **Under 50 People:** $47 **50- 99:** $62 **100-200:** $77 **Over 200:** 107 ---------- All-Day Use **Under 50 People:** $82 **50- 99:** $97 **100-200:** $112 **Over 200:** $142 **ADD $10 to all fees above**	5 hr. Time Slot **Under 50 People:** $50 **50- 99:** $65 **100-200:** $80 **Over 200:** $112 ---------- All-Day Use **Under 50 People:** $86 **50- 99:** $102 **100-200:** $118 **Over 200:** $148 **ADD $10 to all fees above**	5 hr. Time Slot **Under 50 People:** $87 **50- 99:** $102 **100-200:** $117 **Over 200:** $147 ---------- All-Day Use **Under 50 People:** $122 **50- 99:** $137 **100-200:** $152 **Over 200:** $182 **ADD $25 to all fees above**	5 hr. Time Slot **Under 50 People:** $90 **50- 99:** $108 **100-200:** $122 **Over 200:** $154 ---------- All-Day Use **Under 50 People:** $128 **50- 99:** $144 **100-200:** $160 **Over 200:** $190 **ADD $25 to all fees above**

Pavilions WITHOUT Electrical Power: *Ammon; Empire	5 hr. Time Slot **Under 50 People:** $27 **50-100:** $32 **Over 100:** $37 ---------- All-Day Use **Under 50 People:** $32 **50-100:** $37 **Over 100:** $42	5 hr. Time Slot **Under 50 People:** $28 **50-100:** $35 **Over 100:** $40 ---------- All-Day Use **Under 50 People:** $35 **50-100:** $40 **Over 100:** $44	5 hr. Time Slot **Under 50 People:** $52 **50-100:** $57 **Over 100:** $62 ---------- All-Day Use **Under 50 People:** $57 **50-100:** $62 **Over 100:** $67	5 hr. Time Slot **Under 50 People:** $55 **50-100:** $60 **Over 100:** $65 ---------- All-Day Use **Under 50 People:** $60 **50-100:** $65 **Over 100:** $70
USER GROUPS:	**(C)** **Pocatello Resident:** **Individual, Business, or Organization** **EVENTS:** ***Non-Profit Use*** **CURRENT FEES**	**(C)** **Pocatello Resident:** **Individual, Business, or Organization** **EVENTS:** ***Non-Profit Use*** **PROPOSED FEES**	**(D)** **Non-Resident:** **Individual, Business, or Organization** **EVENTS:** ***Non-Profit Use*** **CURRENT FEES**	**(D)** **Non-Resident:** **Individual, Business, or Organization** **EVENTS:** ***Non-Profit Use*** **PROPOSED FEES**
Pavilions WITH Electrical Power: *Raymond; Alameda; Ross Park: Upper, Pleasure Land & Band Shell; Caldwell; Taysom Rotary; Sister City; Simplot Square; Centennial; Tydeman ***Ross Park Lower** and **OK Ward** *(East/West)*	5 hr. Time Slot **Under 50 People:** $47 **50- 99:** $62 **100-200:** $77 **Over 200:** 107 ---------- All-Day Use **Under 50 People:** $82 **50- 99:** $97 **100-200:** $112 **Over 200:** $142 **ADD $10 to all fees above**	5 hr. Time Slot **Under 50 People:** $50 **50- 99:** $65 **100-200:** $80 **Over 200:** $112 ---------- All-Day Use **Under 50 People:** $86 **50- 99:** $102 **100-200:** $118 **Over 200:** $148 **ADD $10 to all fees above**	5 hr. Time Slot **Under 50 People:** $87 **50- 99:** $102 **100-200:** $117 **Over 200:** $147 ---------- All-Day Use **Under 50 People:** $122 **50- 99:** $137 **100-200:** $152 **Over 200:** $182 **ADD $25 to all fees above**	5 hr. Time Slot **Under 50 People:** $90 **50- 99:** $108 **100-200:** $122 **Over 200:** $154 ---------- All-Day Use **Under 50 People:** $128 **50- 99:** $144 **100-200:** $160 **Over 200:** $190 **ADD $25 to all fees above**

Pavilions WITHOUT Electrical Power: *Ammon; Empire	5 hr. Time Slot **Under 50 People:** $27 **50-100:** $32 **Over 100:** $37 ---------- All-Day Use **Under 50 People:** $32 **50-100:** $37 **Over 100:** $42	5 hr. Time Slot **Under 50 People:** $28 **50-100:** $35 **Over 100:** $40 ---------- All-Day Use **Under 50 People:** $35 **50-100:** $40 **Over 100:** $44	5 hr. Time Slot **Under 50 People:** $52 **50-100:** $57 **Over 100:** $62 ---------- All-Day Use **Under 50 People:** $57 **50-100:** $62 **Over 100:** $67	5 hr. Time Slot **Under 50 People:** $55 **50-100:** $60 **Over 100:** $65 ---------- All-Day Use **Under 50 People:** $60 **50-100:** $65 **Over 100:** $70
USER GROUPS:	**(E)** **Pocatello Resident:** **Individual, Business, or Organization** **EVENTS:** ***For-Profit Use*** **CURRENT FEES**	**(E)** **Pocatello Resident:** **Individual, Business, or Organization** **EVENTS:** ***For-Profit Use*** **PROPOSED FEES**	**(F)** **Non-Resident:** **Individual, Business, or Organization** **EVENTS:** ***For-Profit Use*** **CURRENT FEES**	**(F)** **Non-Resident:** **Individual, Business, or Organization** **EVENTS:** ***For-Profit Use*** **PROPOSED FEES**
Pavilions WITH Electrical Power: *Raymond; Alameda; Ross Park: Upper, Pleasure Land & Band Shell; Caldwell; Taysom Rotary; Sister City; Simplot Square; Centennial; Tydeman ***Ross Park Lower** and **OK Ward** *(East/West)*	5 hr. Time Slot **Under 50 People:** $67 **50- 99:** $82 **100-200:** $97 **Over 200:** $127 ---------- All-Day Use **Under 50 People:** $102 **50- 99:** $117 **100-200:** $132 **Over 200:** $162 **ADD $20 to all fees above**	5 hr. Time Slot **Under 50 People:** $70 **50- 99:** $86 **100-200:** $102 **Over 200:** $134 ---------- All-Day Use **Under 50 People:** $108 **50- 99:** $122 **100-200:** $138 **Over 200:** $170 **ADD $20 to all fees above**	5 hr. Time Slot **Under 50 People:** $117 **50- 99:** $132 **100-200:** $147 **Over 200:** $177 ---------- All-Day Use **Under 50 People:** $142 **50- 99:** $167 **100-200:** $182 **Over 200:** $212 **ADD $40 to all fees above**	5 hr. Time Slot **Under 50 People:** $122 **50- 99:** $138 **100-200:** $154 **Over 200:** $185 ---------- All-Day Use **Under 50 People:** $148 **50- 99:** $175 **100-200:** $190 **Over 200:** $222 **ADD $40 to all fees above**

Pavilions WITHOUT Electrical Power: *Ammon; Empire	5 hr. Time Slot **Under 50 People:** $37 **50-100:** $42 **Over 100:** $47 ---------- All-Day Use **Under 50 People:** $42 **50-100:** $47 **Over 100:** $52	5 hr. Time Slot **Under 50 People:** $40 **50-100:** $44 **Over 100:** $50 ---------- All-Day Use **Under 50 People:** $44 **50-100:** $50 **Over 100:** $55	5 hr. Time Slot **Under 50 People:** $62 **50-100:** $67 **Over 100:** $72 ---------- All-Day Use **Under 50 People:** $67 **50-100:** $72 **Over 100:** $77	5 hr. Time Slot **Under 50 People:** $65 **50-100:** $70 **Over 100:** $75 ---------- All-Day Use **Under 50 People:** $70 **50-100:** $75 **Over 100:** $80

***Additional Available Pavilion Amenities:**

Use of Water for activity not directly related to shelter-pavilion use:	**Fee**
Water Use Fee when reserving Shelter-Pavilion per day *Examples include, but not limited to: water slides/slip-n-slides, inflatable water slides, dunk tanks, etc.	$40.00

2. The Parks and Recreation Director shall have authority to set rates for additional programs, special programs, group events, and other occasional recreational activities not listed above as the need arises.

3. All fees include Idaho sales tax, as required by law.

4. An Administrative Cancellation Fee of $15.00 may be assessed on facility rental cancellations. Cancellation policies shall be included on individual permit paperwork.

A 3% convenience fee will be charged on all card transactions.

EXHIBIT O
PLANNING AND DEVELOPMENT SERVICE FEES

Fees for land use regulation shall be as follows:

DESCRIPTION	FEE
Administrative Review (staff level review) AAA, ADU	$50.00
Annexation	$1,116.00 + $2.25 per required notice (Two (2) notices)
Boarding House License Fee (new)	$100.00
Boarding House Renewal (every three (3) years)	$50.00
Certificate of Appropriateness Administrative Review	$75.00
Certificate of Appropriateness Demolition	$535.00 + $2.25 per required notice
Certificate of Appropriateness Historical Preservation Commission Review	$535.00 + $2.25 per required notice
Comprehensive Plan Text Amendment	$1,035.00 (Two (2) consecutive week ISJ City Wide Legal NOPH Ads, one Text & one Display for two hearing bodies)
Conditional Use Permit (CUP)	$535.00 + $2.25 per required notice
De-Annexation	$1,116 + $2.25 per notice (Two (2) notices)
Home Occupation License	$50.00
Map Amendment	$835.00 + $2.25 per required notice (Two (2) notices)
Master Sign Plan	$300.00
Planned Unit Development (PUD) or Major Amendments	$875.00 + $2.25 per required notice (Two (2) notices)
Plat Final	$250.00
Plat Preliminary	$590.00 + $2.25 per required notice
Plat Property Line Adjustment	$100.00
Plat Short	$565.00
Postage Certified Mail/Return Receipt	$15.00
Postage per Item	$2.25 Letter #10 Envelope 1 oz.
Reconsideration Requests No Public Hearing	$200.00 + $2.25 per required notice
Reconsideration Request with Public Hearing	$200.00 + $125.00-Published Notice + $2.25 per required notice
Request for Public Hearing	$200.00 + $125.00 + $2.25 per required notice
Sign New	$75.00
Vacation of easements	$585.00
Vacation of right-of-way	$585.00
Vacation of subdivision plat	$585.00

Variance	$400.00 + $2.25 per required notice (Two (2) notices)
Wind Energy Conversion Systems	$100.00 + $2.25 per required notice
Wireless Communication Small Cells	$500.00 for up to five (5) units
Wireless Communication Facility Type 1	$325.00
Wireless Communication Facility Type 2	$510.00
Wireless Communication Facility Type 3	Requires Conditional Use Permit Application
Zoning Ordinance Text Amendment	$1,035.00 (Two (2) consecutive week ISJ City Wide Legal NOPH Ads, one Text & one Display for two hearing bodies)
Zoning Determination Request (Land Use Determination requests)	$50.00

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT P
POLICE DEPARTMENT FEES

Fees for parking violations, false alarms, nuisance violations, and other Police Department fees shall be as follows:

Description	**Fee**
Overtime parking violations*	$20.00
Each additional overtime violation* (two (2) hours in the same space after any violation notice)	$30.00
Violation of handicapped parking regulations*	$110.00
All other parking violations*	$30.00

*A reduction of $10.00 per violation on these fees shall be granted if paid within ten (10) days of the date the parking violation notice was issued.

Booting motor vehicle for non-payment of parking fees	$50.00
Residential Parking Permits	$5.00 each
Fingerprinting fees (except for City licensing)	$10.00
VIN verification	$5.00
Number of False Alarms from any alarm system within any consecutive six (6) month period:	
1	$0.00
2	$0.00
3	Warning Letter
4	$50.00
5	$100.00
6 or more	$200.00 each
Nuisance Violations:	
a. Administration Fee*	$100.00

*Cost of abatement is in addition to this fee

Freedom of Information Act (FOIA)	Refer to Exhibit R Fee Structure

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT Q
PUBLIC RECORD FEES

IDAHO RESIDENTS:

1. After the first one hundred (100) pages, the City of Pocatello will charge a standard fee of $0.05 (five cents) per page, single sided for standard black and white photocopied 8 ½" X 11" paper (without any redactions), plus the actual costs of postage; standard color copies on regular paper shall be charged at the rate of $0.50 (fifty cents) per page. Black and white single-sided copies on ledger size paper (11" X 17") shall be charged at the rate of $0.10 (ten cents) per page, and color single-sided copies on ledger size paper (11" X 17") shall be charged at the rate of $1.00 (one dollar) per page. ANSI Copies, C, D, or E, shall be charged at the rate of $10.00 (ten dollars) each for black and white copies, and $25.00 (twenty-five dollars) each for color copies. If copies are to be faxed, the requesting person shall be charged $0.50 (fifty cents) per page.

2. The City of Pocatello will charge a standard fee for other types of City records as follows:

   a. Un-redacted audio CD's and/or data CD's - $5.00 (five dollars) each.
   b. Un-redacted DVD's - $15.00 (fifteen dollars) each.
   c. Photographs, actual cost to develop or print commercially.
   d. Microfilmed/ Microfiche / Laserfiche imaged record, $0.50 (fifty cents) per single sided 8 ½" x 11" page.
   e. Thumb drive – $20.00 (twenty dollars) (if provided by the City)

3. If the requestor requests a computer tape, computer disc, or similar or analogous record system containing public record information, the City of Pocatello shall charge the City's costs of copying the information in that form and the standard cost, if any, for selling the same information in the form of a publication.

4. In addition to the standard copying fee, the City may charge an additional fee of $3.00 (three dollars) per item if the Records Custodian is asked by the requesting person to certify a public record.

5. In addition to other fees authorized or prescribed by this Resolution, the City may charge fees for labor costs at the per hour pay rate of the lowest paid administrative staff employee or public official who is necessary and qualified to process the request, and copying costs associated with locating and copying requested public record where:

   a. The request is for more than one hundred (100) pages of paper records; or
   b. The request includes records from which non-public (exempt) information must be deleted; or
   c. The actual labor associated with responding to requests for public records in compliance with Idaho Code Title 74, Chapter 1 exceeds two (2) person hours. I.C. §74-102 (10) (b) and (e).

If copying resources and/or equipment are not available, the Custodian may elect to have an outside source copy the City records requested and assess any applicable charges of the outside source in addition to the labor costs, as provided by subsection 5 above.

6. The City will not charge costs or fees for copies when the number of pages copied is less

than one hundred (100) pages, or the cost of the copies is less than $2.00 (two dollars), or the Requestor demonstrates that the Requestor's examination and/or copying of public records:

a. Is likely to contribute significantly to the public's understanding of the operations or activities of the City;
b. Is not primarily in the individual interest of the Requestor including, but not limited to, the Requestor's interest in litigation in which the Requestor is or may become a party; and
c. Will not occur if fees are charged because the Requestor has insufficient financial resources to pay such fees. I.C. § 74-102(10)(f).

NON-IDAHO RESIDENTS:

7. The City of Pocatello will charge a standard fee of $0.05 (five cents) per page, single sided for standard black and white photocopied 8 ½" X 11" paper (without any redactions), plus the actual costs of postage; standard color copies on regular paper shall be charged at the rate of $0.50 (fifty cents) per page. Black and white single-sided copies on ledger size paper (11" X 17") shall be charged at the rate of $0.10 (ten cents) per page, and color single-sided copies on ledger size paper (11" X 17") shall be charged at the rate of $1.00 (one dollar) per page. ANSI Copies, C, D, or E, shall be charged at the rate of $10.00 (ten dollars) each for black and white copies, and $25.00 (twenty-five dollars) each for color copies. If copies are to be faxed, the requesting person shall be charged $0.50 (fifty cents) per page.

8. The City of Pocatello will charge a standard fee for other types of City records as follows:

a. Un-redacted audio CD's and/or data CD's - $5.00 (five dollars) each.
b. Un-redacted DVD's - $15.00 (fifteen dollars) each.
c. Photographs, actual cost to develop or print commercially.
d. Microfilmed/ Microfiche / Laserfiche imaged record, $0.50 (fifty cents) per single sided 8 ½" x 11" page.
e. Thumb drive – $20.00 (twenty dollars) (if provided by the City)

9. If the requestor requests a computer tape, computer disc, or similar or analogous record system containing public record information, the City of Pocatello shall charge the City's costs of copying the information in that form and the standard cost, if any, for selling the same information in the form of a publication.

10. In addition to the standard copying fee, the City may charge an additional fee of $3.00 (three dollars) per item if the Records Custodian is asked by the requesting person to certify a public record.

11. In addition to other fees authorized or prescribed by this Resolution, the City may charge fees for labor costs at the per hour pay rate of the lowest paid administrative staff employee or public official who is necessary and qualified to process the request, and copying costs associated with locating and copying requested public record where:

a. The request is for paper records; or

b. The request includes records from which non-public (exempt) information must be deleted; or
c. The actual labor associated with responding to requests for public records in compliance with Idaho Code Title 74.

If copying resources and/or equipment are not available, the Custodian may elect to have an outside source copy the City records requested and assess any applicable charges of the outside source in addition to the labor costs, as provided by subsection 5 above.

12. The City will not charge costs or fees for copies when the cost of the copies is less than $2.00 (two dollars), or the Requestor demonstrates that the Requestor's examination and/or copying of public records:

a. Is likely to contribute significantly to the public's understanding of the operations or activities of the City; and
b. Is not primarily in the individual interest of the Requestor including, but not limited to, the Requestor's interest in litigation in which the Requestor is or may become a party; and
c. Will not occur if fees are charged because the Requestor has insufficient financial resources to pay such fees. I.C. § 74-102(10)(f).

Estimated Costs to be Paid in Advance:
For purposes of this subsection, the Records Custodian shall, whenever possible, provide the requestor with an estimate of the actual costs which will be incurred to locate, segregate and duplicate the City records. The Records Custodian shall provide the requesting person with an estimate of the actual costs in writing, and require payment from the requesting person prior to undertaking the obligation to locate, segregate and duplicate such City records. Upon delivery of the requested copy(s) of City records, the Records Custodian shall provide the requesting person with a full accounting of the actual costs incurred by the City, in locating, segregating and duplicating such City records. The requesting person shall pay the additional actual costs incurred by the City, if any, in excess of the estimated amount paid, or the City shall provide the requesting person a refund if the actual costs in locating, segregating and duplicating the City records do not exceed the estimated costs paid by the requesting person.

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT R
SANITATION DEPARTMENT FEES

1. Pocatello Municipal Code § 13.28.230 authorizes the annual setting of fees for the municipal refuse collection service by Resolution of the City Council.

2. The City Council retained the engineering firm of Raftelis Financial Consulting, Inc. to conduct a rate study to project revenues and costs for 2025 to 2029 and to recommend necessary refuse collection services rates thereafter.

3. Inasmuch as sanitation services are mandatory, there shall be a minimum monthly charge of $22.96 for sanitation services for any premises within the City, even if collection services are refused or not requested. Recycling services are a voluntary option.

4. Persons who qualify for Bannock County's Circuit Breaker Exemption List and meet the following requirements, shall receive a 30% reduction on that portion of their utility bill listed as "Refuse Collection" for one cart/one pickup. Said reduction shall be available only to those who own and occupy a single-family dwelling and shall not be available for multi-family units, including duplexes. Upon receipt of the Circuit Breaker Exemption List from Bannock County, the City Utility Billing Department shall make the reduction, which shall remain in effect so long as the applicant meets the requirements set forth herein. Circuit Breaker discount applies only to the first residential cart; additional services are not discounted.

5. Fees for regular collection service are charged on a monthly basis, unless otherwise noted.

Fees shall be as follows:

MONTHLY BILLING CHARGE PER ACCOUNT	$ 2.10
OVERSIZE/LARGE OBJECT COLLECTION FEE	$ 25.00
CART REPLACEMENT FEE	Current Acquisitioned Price
CART SERVICE CLEANING FEE	$ 20.00
CONTAINER CLEANING FEE	$100.00
COMPACTOR CLEANING FEE	$250.00
64 GALLON CART SERVICE/Includes Curbside Recycling	
Once a week collection	$ 19.24
95/96 GALLON CART SERVICE/Includes Curbside Recycling	
Once a week collection	$ 20.86
Additional refuse cart per unit/cart	$ 20.86
Additional/special pickup per refuse cart	$ 16.48
Additional recycling cart(s) per cart/pickup	$ 6.26
Special recycling pickup per dump	$ 6.26

95/96 GALLON CART SERVICE/CURB-SIDE RECYCLING ONLY	
Bi-weekly collection	$ 6.26
Additional pickup per pickup/cart	$ 6.26
Special pickup per dump	$ 6.26
Special pickup per dump – contaminated load	$ 16.48
95/96 GALLON CART SERVICE/Yard Waste Collection	
Once a week collection April through November	$ 6.26
Special pickup per dump	$ 6.26
Special pickup per dump – contaminated load	$ 16.48
95/96 GALLON CART SERVICE/EVENT CART RENTAL	
Rental fee per cart (includes delivery, removal, and cleaning)	$ 25.00
3-YARD CONTAINER SERVICE	
Each pickup per container	$ 94.35
Monthly rental per container [(a)]	$ 12.48
Special pickup per dump	$ 22.93
6-YARD CONTAINER SERVICE	
Each pickup per container	$188.70
Monthly rental per container [(a)]	$ 12.48
Special pickup per dump	$ 45.86
TEMPORARY 3-YARD CONTAINER SERVICE	
Daily rental charge [(b)]	$ 2.66
Each pickup of container	$ 26.53
ROLL-OFF BOX SERVICE	
Monthly 17/20-yard box rental [(a)]	$120.46
Daily 17/20-yard box rental (a)	$ 4.02
Monthly 30/32-yard box rental [(a)]	$134.66
Daily 30/32-yard box rental [(a)]	$ 4.50
Pickup charge per pull	$226.29
Box relocation fee	$ 79.57
Bannock County Landfill charge per ton	Current Bannock County Landfill Rate per ton
Overweight charge per ton	Double Current Bannock County Landfill Rate per ton
PRIVATELY OWNED COMPACTOR SERVICE	
Pickup charge per pull	$226.29
Bannock County landfill charge per ton	Current Bannock County Landfill Rate per ton
Overweight charge per ton	Double Current Bannock County Landfill Rate per ton

RECYCLING FACILTY SERVICES	
Baling per ton	$ 36.05
Handling/Storage per ton	$ 10.30
Contaminated Load/per ton	$ 20.60
Contaminate Load/Bannock County landfill charge per ton	Current Bannock County Landfill Rate per ton
Contaminated Haul per dump	$226.29
Outside City Limits Rate**	
Baling per ton	$ 43.26
Handling/Storage per ton	$ 12.36
Contaminated Load/per ton	$ 24.72
Contaminate Load/Bannock County landfill charge per ton	Current Bannock County Landfill Rate per ton
Contaminated Haul per dump	$271.54
RECYCLING – 5-YARD CARDBOARD SERVICES	
Once a week collection per container	$ 86.26
Bi-weekly collection per container	$ 58.66
Monthly rental per container [(a)]	$ 11.85
Special pickup per dump	$ 20.96
Outside City Limits Rate**	
Once a week collection per container	$103.52
Bi-weekly collection per container	$ 70.39
Monthly rental per container [(a)]	$ 14.21
Special pickup per dump	$ 25.15
RECYCLING – ROLL-OFF CARDBOARD SERVICES[(c)]	
Pickup charge per pull	$226.29
Monthly rental per container 30/32-yard box [(a)]	$ 89.76
Daily 30/32-yard box rental [(a)]	$ 3.00
Box relocation fee	$ 79.57
Outside City Limits Rate**	
Pickup charge per pull	$271.54
Monthly rental per container 30/32-yard box [(a)]	$107.72
Daily 30/32-yard box rental [(a)]	$ 3.59
Box relocation fee	$ 95.48
RECYCLING – COMPACTOR CARDBOARD SERVICES[(c)]	
Pickup charge per pull	$195.60
Box relocation fee	$ 79.57
RECYCLING – PICKUP CARDBOARD SERVICES[(c)]	
Haul fee charge per pickup/ minimum 2-ton per load	$226.29
Underweight charge per ton	$ 36.05
RECYCLING – 3rd PARTY DROP-OFF CARDBOARD[(c)]	No Charge

RECYCLING – ROLL-OFF SINGLE-STREAM SERVICES[(c)]

Pickup charge per pull	$226.29
Monthly rental per container 30/32-yard box [(a)]	$ 89.76
Daily 30/32-yard box rental [(a)]	$ 3.00
Baling per ton	$ 36.05
3rd Party Processing Fee	Market Rate/month
Box relocation fee	$ 79.57
Outside City Limits Rate**	
Pickup charge per pull	$271.54
Monthly rental per container 30/32-yard box [(a)]	$107.72
Daily 30/32-yard box rental [(a)]	$ 3.59
Baling per ton	$ 43.26
3rd Party Processing Fee	Market Rate/month - @ 1.2%
Box relocation fee	$ 95.48

RECYCLING – 3rd PARTY DROP-OFF SINGLE-STREAM SERVICES[(c)]

Baling per ton	$ 36.05
3rd Party Processing Fee	Market Rate/month
Outside City Limits Rate**	
Baling per ton	$ 43.26
3rd Party Processing Fee	Market Rate/month - @ 1.2%

UNAUTHORIZED ITEMS

Fees for unauthorized collection items (ex. tires, refrigeration units)	Current Bannock County Landfill Rate per item

A 2.74% convenience fee will be charged on all card transactions.

[(a)] Price does not include State sales tax (currently 6%)
(b) Price includes State sales tax (currently 6%)
(c) Service is subject to a contamination fee, if applicable.

**Services outside the city limits are assessed at a rate of 1.2% above current rate, subject to approval by the Director or Manager of Sanitation Services.

EXHIBIT S
EROSION AND SEDIMENT CONTROL (ESC) FEES

Fees for permits, certification, and other miscellaneous fees provided for in Pocatello Municipal Code § 8.44 shall be as follows:

DESCRIPTION	FEE
1. ESC Administrative Base Permit Fee	$30.00
2. Single Family/Duplex Residential ESC and Grading Plan Review & Permits	$100.00
3. Commercial/Subdivision/Multifamily ESC Permits and Plan Review	$150.00/acre
4. ESC Plan Modification Fee	$50.00/acre
5. Permit Transfer	$50.00
6. Renewal of Expired Permit	One-half (1/2) of original permit fee
7. Permit applied for after beginning of construction	Double original permit fee
8. Certification Card (valid for three (3) years)	$25.00
9. Interim Certification Fee will be credited toward Certification Card Fee if certification is completed within six (6) months of issuance of interim certificate.	$25.00
10. Re-inspection Fee (if a site fails its initial site prep inspection, or to lift a Stop Work Order)	$75.00
11. Revegetation/Stabilization Bond Administrative Fee	$100.00

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT T
POCATELLO REGIONAL TRANSIT SYSTEM FEES

Fees for use and advertising of the Pocatello Regional Transit System shall be as follows:

FIXED ROUTE SYSTEM INDIVIDUAL FARES

SINGLE RIDE (one-way)	**FEE**
GENERAL PUBLIC (Monday through Saturday)	$1.00
SENIOR CITIZENS (60+) AND DISABLED	
*Weekdays from 9:00 a.m. to 3:00 p.m.	$0.50
All other days/hours	$1.00
*Includes Medicaid or Medicare cards. Medicare card is sufficient identification for elderly/disabled half-fare.	
STUDENTS	
18 years or less, or enrolled in an institution of higher education with valid student I.D.	$0.50
H ROUTE	
Entirely on ISU campus ONLY	Free
Trips beyond ISU campus	$0.25
Semester H Route pass	$30.00
Paid when invoiced	$35.00
FREE FARE ZONE	
Entirely on ISU campus ONLY	Free
CHILDREN (*8 years of age and younger)	
Accompanied by fare-paying adult passenger (limit of five (5)	Free
Chaperoned groups of six or more, per individual child	$0.50
*Unaccompanied children are not permitted to ride	
ONE-DAY PASS	
Unlimited rides	$2.00
TICKET BOOK (40 one-way tickets)	
Paid at time of receipt	$25.00
Paid when invoiced	$30.00
GENERAL MONTHLY PASS (unlimited use during the month)	
Paid at time of receipt	$25.00
Paid when invoiced	$30.00
STUDENT MONTHLY PASS (unlimited use during the month)	
18 years or less, or enrolled in an institution of higher education	$15.00
Paid when invoiced	$20.00
STUDENT ONE-SEMESTER PASS (unlimited use during the semester)	
18 years or less, or enrolled in an institution of higher education	$50.00
Paid when invoiced	$55.00

URBAN INDIVIDUAL FARES (Demand Responsive System)

Requests should be received by 4:00 p.m. the day prior to travel. Medicaid rates apply to Medicaid service.

URBAN TRIPS BY INDIVIDUALS (Demand Responsive)

ADA QUALIFIED DISABLED (Urban one-way and up to 1 mile from city limit)

Ambulatory / Non-Ambulatory	$2.00
Special Services Pre-paid 20 Ride Punch Card	$36.00
Paid when invoiced	$41.00

SENIOR CITIZEN 60+ (one-way / suggested donation)

Covered by the Title III B contract

Monday through Friday, 8:00 a.m. to 5:00 p.m.	$2.00
Saturday regular fare applies for all Demand riders	$2.00

PREMIUM DISABLED AND SENIORS SERVICE (one-way)

Premium Weekday Evening Service 7:00 p.m. to 10:00 p.m. (Disabled, no certification required)	$5.00
Premium Weekday Evening Service 5:00 p.m. to 10:00 p.m. (Senior Citizens 60+)	$5.00
Premium Saturday Service 8:00 a.m. to 9:00 a.m. and 6:00 p.m. to 7:00 p.m. (Disabled and Senior Citizens)	$5.00
Same Day Service Monday through Saturday (Requires two (2) hour advance notice)	$5.00
Beyond Premium Days and Hours within City or to Airport (Requires three (3) business days advance notice)	$10.00

RURAL INDIVIDUAL FARES (Demand Responsive System)

Requests must be received by 4:00 p.m. the day prior to travel. Medicaid rates apply to Medicaid service.

RURAL TRIPS BY INDIVIDUALS (Demand Responsive)

Service areas:

Bannock County, Bear Lake County, Bingham County, Caribou County, Franklin County, *Oneida County, and Power County

*Stone, Snowville, and Holbrook (Snowville is treated as if it lies within Oneida County) are considered one community as it relates to PRT services.

For each area listed above, the fare within the principal community one-way and up to one (1) mile from the city limits and within the county:

General Public (one-way)	$2.00
Seniors 60+ (one-way / suggested donation)	$2.00
Covered by the Title III B contract	
Rural Special Services Pre-paid 20 Ride Punch Card	$40.00
Paid when invoiced	$45.00

For each area listed above, the fare beyond the principal community one-way and more than one (1) mile from the city limits:

Based on mileage, with a base fare of $2.00, plus $1.00 per mile. Seniors 60+ (suggested donation) covered by the Title III B contract.

SCHEDULED BUSES BY PRT IN RURAL AREAS (one-way or round trip)

Non-Commuter; Non-Individual Demand	
American Falls/Pocatello (as scheduled)	$10.00
Seniors 60+ (suggested donation)	$10.00
Covered by the Title III B contract	
Lava /Pocatello (as scheduled)	$12.00
Seniors 60+ (suggested donation)	$12.00
Covered by the Title III B contract	
Malad /Pocatello (as scheduled)	$15.00
Seniors 60+ (suggested donation)	$15.00
Covered by the Title III B contract	
McCammon/Pocatello (as scheduled)	$10.00
Seniors 60+ (suggested donation)	$10.00
Covered by the Title III B contract	
Montpelier/Pocatello (as scheduled)	$20.00
Seniors 60+ (suggested donation)	$20.00
Covered by the Title III B contract	
Rockland /Pocatello (as scheduled)	$12.00
Seniors 60+ (suggested donation)	$12.00
Covered by the Title III B contract	
Soda Springs/Lava Hot Springs (as scheduled)	$10.00
Seniors 60+ (suggested donation)	$10.00
Covered by the Title III B contract	
Soda Springs/Pocatello (as scheduled)	$15.00
Seniors 60+ (suggested donation)	$15.00
Covered by the Title III B contract	
Stone/Pocatello (as scheduled)	$20.00
Seniors 60+ (suggested donation)	$20.00
Covered by the Title III B contract	

COMMUTER SYSTEM INDIVIDUAL FARES

Pocatello to Blackfoot	
Daily (one-way or round trip)	$10.00
Two-Week Pass	$35.00
Preston to Logan (midday operated by CVTD on Idaho side for PRT)	$0.00
Pocatello to American Falls (suggested donation one-way or round trip)	$10.00

CHARTER SERVICES

Charters meeting FTA approval guidelines, per hour, per bus. (Charters are not generally available)	$100.00

ADVERTISING RATES

*All rates are on a space available basis.
*No charge for interior public service signs on approval.
*Advertiser is responsible for design, production, and installation.
*Materials must be waterproof and wear resistant.
*Content is subject to approval by the Director of the Pocatello Regional Transit Dept.

*All costs for placing and removing wraps are the responsibility of the contracting party.
*The Director of Pocatello Regional Transit shall be authorized to offer special discounts and rates to promote the City of Pocatello and the various City departments and services provided, as the need arises.

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT U
UTILITY BILLING DEPARTMENT FEES

Processing and administrative fees for the Utility Billing Department shall be as follows:

Service Initiation	$25.00
Deposit	$150.00
Account Name Change/Transfer	$12.00
Out for Shut Off	$40.00
Special Turn Off/Turn On (extended absences, summer lines, seasonal)	$25.00
Emergency Turn Off/Turn On	No Fee
Returned Check Fee	$20.00
Late Fees on Account	3% of account's unpaid balance
Turned Over to Collection Agency	30% of balance
Special Handling Fee	$50.00
Tow Truck Assistance	Up to $100.00
Unauthorized Obtainment of Water Fee	
First Offense	$50.00
Second Offense	$100.00
Third or Subsequent Offense	Misdemeanor Citation Issued
Replacement Fees for Damaged City Property	
Locks	$15.00
Plugs:	
1"	$32.00 New replacement cost
¾"	$28.00 New replacement cost
ERTs	$ $130.00
Meters	Up to $150.00
Credit/Debit Card Use Fee* *Fee is charged per transaction. Transaction maximum is $350.00.	$2.75

EXHIBIT V

WATER DEPARTMENT FEES

1. Pocatello Municipal Code § 13.04.090 authorizes the City Council to set, from time to time by Resolution, all water rates and charges for metered and unmetered residential and commercial property within the City limits.

2. The City Council retained the engineering firm of Raftelis Financial Consulting, Inc. to conduct a rate study to project revenues and costs for 2025 to 2029 and to recommend necessary water rates thereafter.

Fees shall be as follows:

A. Fees for use of the system are based on the size of the connection and are payable to the Building Department prior to the connection being constructed. Fire line connections are not included.

Connection fees shall be as follows:

SYSTEM CAPACITY FEE	**FEES**
Connection Size in Inches	
1	$5,500.00
1 ½	$11,000.00
2	$17,600.00
3	$38,500.00

B. The fee for current users to increase connection size is the difference between the system use fee for the current connection size and the system use fee for the new size.

C. Monthly metered water fees shall be as follows:

SERVICE CHARGE (line size in inches)	**Inside City FEES**	**Outside City FEES**
¾	$13.80	$20.70
1	$19.12	$28.68
1 ½	$34.30	$51.45
2	$50.20	$75.30
3	$112.06	$168.08
4	$185.79	$278.69
6	$365.17	$547.76
8	$511.30	$766.94
10	$822.18	$1,233.27
12	$1,217.23	$1,825.85

VOLUME CHARGE (per 1,000 gallons, rounded to the nearest 1,000 gallons)	**Inside City FEES**	**Outside City FEES**
Single-Family (first 25,000 gal. per month)	$3.17	$4.75

Single-Family (over 25,000 gal. per month)*	$3.96	$5.94
Multi-Unit (served by single meter)	$2.75	$4.12
Non-Residential (Commercial/Industrial)	$2.60	$3.90
Summerline	$3.96	$5.94
Hydrant-supplied water (by permit only; at non-residential rate)	$2.60	N/A

*The single-family rate for over 25,000 gallons per month is charged only during the irrigation season of May, June, July, August, September, and October.

D. Monthly unmetered water fees, including electricity costs, shall be as follows:

RESIDENTIAL UNMETERED CUSTOMERS
(rate applies to multiple units, duplexes, apartments, condominiums and mobile home parks.)

Inside City	**Outside City**
$51.78	$77.67

NONRESIDENTIAL UNMETERED CUSTOMERS
Subject to rates set by the City and adjusted to the most comparable commercial use on metered rates.

E. The monthly fee for private fire protection, including private fire lines and automatic sprinkler systems, are as follows:

Connection Size in Inches	**PROPOSED FEES**
2	$1.89
4	$10.69
6	$31.45
8	$66.99
10	$120.46
12	$194.69

F. Persons who qualify for Bannock County's Circuit Breaker Exemption List and meet the its requirements, shall receive a 30% reduction on that portion of their utility bill showing water consumption. Said reduction shall be available only to those who own and occupy a single-family dwelling, and shall not be available for multi-family units, including duplexes. Upon receipt of the Circuit Breaker Exemption List from Bannock County, the Utility Billing Department shall make the reduction which shall remain in effect so long as the applicant meets its requirements.

G. Fees for water obtained from fire hydrants shall be as follows:

	PROPOSED FEES
Permit Fee	$50.00
Deposit	$750.00
Meter Rental Fee	$3.00 per day
Volume Charge (per 1,000 gallons)	$2.60

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT W

WATER POLLUTION CONTROL DEPARTMENT FEES

1. Pocatello Municipal Code § 13.16.190 authorizes sanitary sewer rates and plant capacity fees to be set from time to time by Resolution.

2. The City Council retained the engineering firm of Raftelis Financial Consulting, Inc. to conduct a rate study to project revenues and costs from 2025 to 2029 and to recommend necessary sanitary sewer rates thereafter.

Sanitary Sewer rates and fees shall be as follows:

All users will be billed a monthly fee for the Idaho Pollutant Discharge Elimination System (IPDES) Permit in the amount of $0.18, per bill.

NORMAL STRENGTH RATES

Metered Facilities	**Inside City Limits**	**Outside City Limits**
Residential single-family, per month	$34.84	$41.85
Residential multi-family, commercial, and all others		
Monthly service charge, per bill	$7.25	$8.70
Volume charge, per 1,000 gallons	$5.80	$6.96
JR Simplot (uses own collection system)		
Monthly service charge, per bill		$8.70
Volume charge, per 1,000 gallons		$5.18

Non-Metered Facilities

All users will be billed a flat monthly charge based on the average annual consumption of the most comparable metered use at the rates listed above. Billings for multi-family, residential, and commercial uses without summer lines will be a flat monthly rate throughout the year derived by averaging the gallonage charges, as set herein, for water use during the months of November through April of the previous year.

CHUBBUCK MUNICIPAL SANITARY SEWER SYSTEM

Chubbuck will be billed a proportionate share of the IPDES Permit based on EDUs, as determined by the most recent census data.

Monthly service charge, per bill	$7.25
Volume charge, per 1,000 gallons, South of I-86	$5.80
Volume charge, per 1,000 gallons, North of I-86	$4.31

INDUSTRIAL FACILITIES (abnormal strengths or volumes, multiple meters, meters larger than 2" or BODs and/or total suspended solids greater than 200 ppm)

Monthly service charge, per bill	$7.25
Volume charge, per 1,000 gallons	$5.24
Great Western Malting special volume charge, per 1,000 gallons	$3.15
Biochemical Oxygen Demand (BOD), per pound	$0.25

Total Suspended Solids (TSS), per pound	$0.32
Fats, Oils, Grease (FOG), per pound (on amounts greater than 100 mg/l)	$0.10
Total Kjeldahl Nitrogen (TKN), per pound (on amounts greater than 35 mg/l)	$2.69
Total Phosphorus (P), per pound (on amounts greater than 7 mg/l)	$24.15

DOMESTIC SEPTAGE DISPOSAL

Monthly service charge, per bill	$8.70
Volume charge, per gallon	$0.1118

LATE FEES (all account classes)

Late fee on account, per month	3% of unpaid balance

SYSTEM CAPACITY FEES

Residential and Commercial Users

Treatment Facility

¾" water connection	$2,870.00
1" water connection	$2,870.00
1 ½" water connection	$5,740.00
2" water connection	$9,180.00
3" water connection	$20,090.00
>3" water connection	To be assessed on an individual basis.

Collection System

¾" water connection	$2,100.00
1" water connection	$2,100.00
1 ½" water connection	$4,200.00
2" water connection	$6,720.00
3" water connection	$14,700.00
>3" water connection	To be assessed on an individual basis.

Large Industrial User Capacity Fees (abnormal strengths or volumes, multiple meters, meters larger than 2" or BODs or total suspended solids greater than 200 ppm, or TKN greater than 35 mg/l, or phosphorus greater than 7 mg/l)

Volume, per gallon, per day	$1.69
BOD, per pound, per day	$915.18
TSS, per pound, per day	$1,309.90
TKN, per pound, per day	$6,986.13
Phosphorus, per pound, per day	$87,296.58
Collection System, per gallon, per day	$10.90

3. Fees apply to owners or occupants of land, buildings, or premises requiring sanitary services, which are either connected to the sanitary sewer system or would be required to be connected to said system pursuant to Pocatello Municipal Code § 13.16.085.

4. Persons who qualify for Bannock County's Circuit Breaker Exemption List, and own and occupy a single-family residence, shall receive a 30% reduction on that portion of their utility bill listed as "Sewer" or "Sanitary Sewer". Upon receipt of the Circuit Breaker Exemption List from Bannock County, the City Utility Billing Department shall make the reduction, which shall remain in effect so long as the applicant meets the requirements set forth herein.

A 2.74% convenience fee will be charged on all card transactions.

EXHIBIT X
ZOO IDAHO PROGRAM, RENTAL, AND ADMISSION FEES

1. Zoo Idaho fees shall be as follows:

General Admission	**Fees*** ($0.50 dedicated to fund New Entrance)
Adults (12 - 59)	$7.00*
Child (3 - 11)	$5.00*
Student (w/valid school ID) – Dist. #25, ISU, etc.	$6.00*
Senior (60 +)	$5.50*
Military Service Discount (Active/Veteran)	$5.50*
Infant (2 and under)	No Charge
Zoo Society Members	No Charge
Student Group Admission	
Field Trips	
Junior/Senior High/College	$4.00, including teachers
Pre-School/Elementary	$1.50
Teachers/Adult Chaperones *One (1) chaperone required for every five (5) children 3rd grade and younger *One (1) chaperone required for every ten (10) children 4th grade and older	$1.50
General Group Discounts (25 or more people)	$0.25 per person discount from regular fee
Stroller Rental	$3.00
Wagon Rental	$3.00
Zoo Rental (after hours – includes use of Educational Classroom)	
Private company and group events include zoo admission and picnic area	$200.00 (for a group of 30), $6.50/person for each additional person, + $25.00/hr. tour fees

Community FREE DAY Zoo Rental	
For area companies/businesses, groups, entities or individuals to provide a full day of FREE zoo admission to community members.	$5,000.00
EdZOOcational Programs, Classes & Activities	
*Outreach Classroom Program (School Groups)	
Within School District 25	$25.00 first class; $16.00 each additional class
Beyond School District 25, up to 25 miles	$40.00 first class; $26.00 each additional class
Beyond 25-mile radius	$40.00 first class; $26.00 each additional class + $2.00 for each additional mile over 25 miles per trip + cost of overnight stay, if required for outreach
Raptor Fee	$25.00 additional for request for large bird of Prey, such as hawk
*Corporate Outreach and Event Fees (Non-School Groups)	
Within 25 miles of Zoo	$50.00 per hour
Within 25 miles to 50 miles	$100.00 per hour
Over 50 miles from Zoo	$100.00 per hour + $2.00/mile over 50 miles
Raptor Fee	$25.00 additional for request for large bird of prey, such as hawk
*Classroom/Teacher Resource Trunks (Outdoor Wildlife Learning Lab Trunks)	
Within the State of Idaho	The cost of shipping/transport of Resource Trunk to and from Zoo to School or Organization
*Outreaches for Off-Site Summer Camps	$50.00 per group
Weekly visits to Summer Camps – (classes are one (1)	Additional Classes

hour)	$25.00/ea.
On-Site Programs	
Back-Pack Program	$2.00 per Back-Pack
Raptor Zone Program	$10.00 per person
Zoorific Tours (by reservation only, minimum of ten (10) participants)	
Classy Tour (School Tours)	$2.00 per person + Admission
Non-School Tour (Youth Groups)	$4.00 per person + Admission
Guided Tour (General Public)	$6.00 per person + Admission
(subject to availability)	$5.00 per person, Zoo Idaho Society Member
Corporate Event	$500.00 (up to 30 people); $10.00 per person for each additional person over 30 people
***Pre-School Programs**	
Zoo 4 Tots (up to one (1) hour) (Price includes one (1) parent + one (1) child)	$8.00 + Admission; $6.50 Zoo Idaho Society Members; $2.00 for each additional person in the same family + Admission; $2.00 for each additional person in the same family, Zoo Idaho Society Member
***Day Classes/After Hours Events (Scavenger Hunts, Scout Badges, Etc.)**	
Schools/Non-Profit Groups:	
Programs up to 1 ½ Hours	$5.00 per child + Admission
Programs up to 2 ½ Hours	$8.00 per child + Admission
Individuals/Other Groups:	
Program up to 1 ½ Hours	$12.00 + Admission; $10.00 Zoo Idaho Society Member

Program up to 2 ½ Hours	$17.00 + Admission; $15.00 Zoo Idaho Society Member
Program over 2 ½ Hours	$22.00 + Admission; $20.00 Zoo Idaho Society Member
***Zoo Camp**	
One-Half Day Camps (Four (4) days)	$70.00 per child; $60.00 per child Zoo Idaho Society Member; $10.00 discount for each additional child enrolled in the same family
Full-Day Camps (Five (5) days)	$150.00 per child; $125.00 per child Zoo Idaho Society Member; $15.00 discount for each additional child enrolled in the same family
Birthday Parties	
Bear Basics (up to ten (10) people)	$225.00 (additional $10.00/child; $5.00/adult)
Big Paws (up to ten (10) people)	$250.00 (additional $13.00/child; $5.00/adult)
Unbearably Good (up to ten (10) people)	$300.00 (additional $20.00/child; $5.00/adult)
Hibernating Bear (ZooSnooZ) (up to ten (10) people)	$500.00 (additional $35.00/child; $15.00/adult)
Treehouse Bash (up to ten (10) people)	$150.00 (additional $10.00/child; $5.00 adult)
15% discount on base package fee only for Zoo Idaho Society Member hosted party	
***Overnights (ZooSnooZ)** (by reservation only, minimum of ten (10) participants)	
Scouts/Organizational Youth Groups	$35.00 per child; $15.00 per adult

Child-Only Programs	$50.00 per child; $42.50 per child Zoo Idaho Society Member

*Outreach Classroom Program, Pre-School Programs, Day Classes, Zoo Camp, Birthday Parties, and Overnights participants may be subject to a material, food, raptor, and/or cost of guest teacher, if applicable, depending upon class curriculum or special requests.

2. Program availability of all Zoo programs is subject to Zoo Superintendent and Parks and Recreation Department approval.

3. The Parks and Recreation Director in consultation with the Zoo Superintendent, shall have authority to set rates for additional programs, special programs, group events, and other occasional recreational activities not listed above as the need arises.

4. Any required sales taxes shall be added to fees charged, unless already included in the fees, or unless the fee is exempt, regardless of whether specifically noted above.

A 3% convenience fee will be charged on all card transactions.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CERTIFYING THE LEVY IN THE AMOUNT OF NINETEEN THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS ($19,728) OF FORGONE TAXES, TO BE INCLUDED IN THE CITY FISCAL YEAR 2026 BUDGET, BEGINNING OCTOBER 1, 2025 TO SEPTEMBER 30, 2026 FOR THE SPECIFIC PURPOSE OF FUNDING TO DEFRAY THE COST OF INFLATION AND CONSUMER PRICE INDEX INCREASES, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Idaho Code §50-235 empowers the City Council to levy taxes for general revenue purposes; and

WHEREAS, Idaho Code §50-1002 requires the City Council to pass a budget, referred to as an annual Appropriation Ordinance; and

WHEREAS, Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services; and

WHEREAS, Idaho Code §63-802(1)(a) allows each taxing entity to increase property tax budget amounts by a maximum of three percent (3%), plus an amount calculated based on the value of both new construction and annexation added during the previous calendar year, plus an amount for forgone taxes; and

WHEREAS, Idaho Code §63-802(1)(e) requires that the City Council must publish notice of its intent to recover a forgone levy and hold a public hearing; and

WHEREAS, the City Council has met the notice and hearing requirements in Idaho Code §63-802(1)(e) to levy one percent (1%), or less, of the City's proposed FY2026 tax levy increase in the amount of nineteen thousand seven hundred and twenty-eight dollars ($19,728) of forgone taxes; and

WHEREAS, this levy amount is significantly less than the one percent (1%) allowed by Idaho Code; and

WHEREAS, the specific purpose for which the forgone increase is being budgeted is to provide additional funding to defray the cost of inflation and consumer price index increases.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That the City of Pocatello, Idaho, certifies that in addition to the other increases allowed under Idaho Code, the City is levying nineteen thousand seven hundred and twenty-eight dollars ($19,728) of forgone taxes; to be included in the City of Pocatello, Idaho's Fiscal Year 2026 Budget, beginning October 1, 2025 to September 30, 2026 for the specific purpose of providing additional funding to defray the cost of inflation and consumer price index increases.

2. This Resolution shall be effective upon its adoption and approval.

RESOLVED this _____ day of _____, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, REPEALING CHAPTER 5.30 "CHILDREN GROUP TREATMENT CENTERS" OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCATELLO, 1983, AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Pocatello Municipal Code Chapter 5.30 "Children Group Treatment Centers" was established by the City Council upon passage of City of Pocatello Ordinance No. 2811 on April 19, 2007 and amended thereafter; and

WHEREAS, the City Licensing Enforcement Officer recently reviewed said chapter and identified it as an area requiring updating; and

WHEREAS, this particular code was established to regulate children group treatment centers that were not being well regulated by the Department of Health and Welfare, at the time; and

WHEREAS, this type of licensing has not been utilized since prior to 2011 and is now regulated by state code; and

WHEREAS, the City Council has determined that the repeal of said chapter is in the best interest of the citizens of the City of Pocatello.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That Chapter 5.30 "Children Group Treatment Centers" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, is hereby repealed in its entirety.

Section 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this _____ day of August, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, REVISING TITLE 15, "BUILDINGS AND CONSTRUCTION" OF THE POCATELLO MUNICIPAL CODE, MORE PARTICULARLY BY REVISING SECTION 15.02.010 "*CODE ADOPTION"*; AND PROVIDING THAT ALL OTHER SECTIONS OF CHAPTER 15 NOT HEREIN AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, following the 2025 legislative session, the State of Idaho has implemented adoption of the 2023 National Electrical Code, NFPA 70; and

WHEREAS, the Building Official reviewed the latest code updates and recommended that the City of Pocatello adopt the updated edition of the electrical code previously adopted by the City; and

WHEREAS, the City Council determined that this change is in the best interest of the citizens of the City of Pocatello.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That Section 15.02.010 "Code Adoption", of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended to read as follows:

15.02.010: CODE ADOPTION:

***

A. Uniform, International, And National Codes:

***

- National Electrical Code, ~~2017~~2023 edition, and appendix H, and additions and amendments to the National Electrical Code, ~~2017~~2023 edition, as identified in the current IDAPA Standards, 07.01.06.

///

Section 2: That all other provisions of Chapter 15.02.010 shall remain in full force and effect.

Sections 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this _____ day of August, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING CHAPTER 17.04 "*OVERLAY AREAS*" OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCATELLO, 1983; MORE PARTICULARLY BY AMENDING CHAPTER 17.04.170 "*SENSITIVE LANDS STANDARDS*" TO PROVIDE CLARITY AND IMPROVE THE FUNCTION OF THE TITLE; AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, City Planning and Development Services staff initiated a review of Pocatello Municipal Code Chapter 17.04.170 "Sensitive Lands Standards;" and

WHEREAS, City Planning and Development Services staff identified an area requiring updating; and

WHEREAS, the City Council has determined that the proposed amendment of Chapter 17.04 "Overlay Areas" is consistent with the existing codes governing zoning, is consistent with the City's Comprehensive Plan, and is in the best interest of the citizens of the City of Pocatello.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That Chapter 17.04.170 "Sensitive Lands Standards" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, shall be amended to read as follows:

17.04.170: SENSITIVE LANDS STANDARDS:

***

B. Applicability: The provisions of this section shall be applied to any property or parcels containing sensitive lands as identified herein and/or as depicted in the Comprehensive Plan. These provisions shall apply regardless of whether or not a building permit, development permit, land division, or other authorization is required. These provisions do not provide any exemption from any state or federal regulations that may apply. The City of Pocatello has designated the following as sensitive lands:

1. Wildlife habitat protection areas. Designated areas east of the Portneuf River, below elevation 4,700', may be exempted from density and clustering standards of this section;

///

Section 2: That all other provisions of Chapter 17.04 shall remain in full force and effect.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROPRIATING $161,827,149, FOR THE 2026 FISCAL YEAR TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY; PROVIDING FOR THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF $35,865,971 FOR THE FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2025, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2026, UPON ALL OF THE TAXABLE PROPERTY WITHIN THE CITY OF POCATELLO TO PROVIDE REVENUE TO PAY CURRENT GENERAL, STREET, LIABILITY INSURANCE, RECREATION, CEMETERY, AIRPORT, PUBLIC LIBRARY, CAPITAL IMPROVEMENTS EXPENSES AND TO PAY INTEREST AND PRINCIPAL ON GENERAL OBLIGATION BONDS OF THE CITY OF POCATELLO; PROVIDING THAT A CERTIFIED COPY OF THIS ORDINANCE SHALL BE FILED WITH THE COUNTY COMMISSIONERS OF BANNOCK COUNTY, IDAHO, POWER COUNTY, IDAHO AND WITH THE SECRETARY OF STATE OF THE STATE OF IDAHO; PROVIDING FOR THIS ORDINANCE TO TAKE EFFECT UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TOLAW.

WHEREAS, the City has provided proper notice and held a public hearing on August 7, 2025, regarding the proposed budget for Fiscal Year 2026; and

WHEREAS, the City Council has reviewed the proposed budget and determined that the expenditures are necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That the appropriations and the amount appropriated for the fiscal year beginning October 1, 2025, through September 30, 2026, be set as follows for the objects and purposes as herein specified:

Fund		Amount
General Fund 001	$	49,936,013
Liability Insurance Fund 002	$	2,120,273
Street Fund 003	$	9,919,880
Recreation Fund 004	$	3,914,072
Cemetery Fund 005	$	622,589
Airport Fund 006	$	2,061,225
Library Fund 007	$	2,344,226
Public Transit Rural Fund 008	$	1,581,072

Public Transit Urban Fund 009	$	3,697,787
Business Improvement Fund 013	$	109,273
Chief Theater Fund 014	$	10,300
Emergency Repair Fund 016	$	41,200
Science and Environment Fund 017	$	531,105
Sanitation Fund 030	$	12,913,184
Water Fund 031	$	18,786,108
WPC Fund 032	$	13,434,400
Ambulance Fund 035	$	4,684,423
Water Capacity Fee Fund 037	$	623,954
WPC Capacity Fee Fund 038	$	-
Information Systems Fund 050	$	1,906,838
Fleet Management Fund 051	$	2,456,550
Utility Billing Fund 052	$	1,754,415
Employee Wellness Fund 053	$	38,335
Public Works Fund 054	$	371,143
Fuel Internal Service Fund 055	$	1,262,843
Worker's Insurance Fund 056	$	1,387,312
Education Benefits Fund 057	$	54,636
Govt. Debt Service Fund 059	$	238,842
WPC Debt Service Fund 060	$	1,687,388
Water Debt Service Fund 061	$	675,798
Federal Aid Projects Fund 070	$	2,082,791
Alternative Transportation Fund 071	$	724,090
Airport Construction Fund 072	$	4,500,000
Water Construction Fund 073	$	2,651,036
WPC Construction Fund 074	$	-
Fire Apparatus Capital Fund 075	$	3,308
Building Renovation Fund 076	$	-
Other Activity Capital Fund 078	$	438,962
CBDG Grants Fund 081	$	6,545,104
ARPA Original Fund 084	$	3,839,072
Police Grants Fund 088	$	58,395
Police Retirement Trust Fund 951	$	791,681
Retirement Payout Fund 952	$	824,000
Airport PP Special 953	$	39,609
Community Development Fund 955	$	38,200
Zoo Improvement Fund 957	$	3,713
Property Abatement Fund 964	$	122,004
Enterprise/Retirement Payout Fund 972	$	-
	$	**161,827,149**

The amounts listed under the General Fund include amounts for salaries, benefits, supplies, contractual services, printing and publication, capital outlay, debt service, insurance charges, property tax recovery judgment for Idaho Power and Avista's uniformity case, and other operating expenses, including the purchase of property for City purposes, maintenance of City Hall, and public safety and general contingencies, for all City departments, offices, and facilities not set out in the above list, including budgets for the Mayor and City Council.

Section 2: That the City of Pocatello hereby certifies a tax levy in an amount not to exceed $35,865,971 on the full market value of all taxable property within the corporate limits of the City of Pocatello, Bannock County, Idaho and Power County, Idaho to provide revenue for the following purposes:

Activity	Tax amount certified
General Fund	$ 25,827,102
Street Fund	$ 2,635,917
Liability Fund	$ 1,180,273
Recreation Fund	$ 2,272,387
Cemetery Fund	$ 199,578
Airport Fund	$ 1,225,479
Library Fund	$ 2,258,382
Debt Service	$ 238,842
Capital Fund	$ 28,011
Total	**$ 35,865,971**

Section 3: That the City Clerk of the City of Pocatello is hereby directed to file a certified copy of this Ordinance with the County Commissioners of Bannock County, Idaho, Power County, Idaho and the Secretary of the State of Idaho, in accordance with Idaho Code §50-1003 and §50-1007.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

RESOLVED this _____ day of _____, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk