

# TASK ORDER NO. 5040.0200.b

Pursuant to the

## MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

**CITY OF MERIDIAN (OWNER) AND BROWN & CALDWELL (ENGINEER)**

This Task Order is made this 16<sup>th</sup> day of April, 2024 and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as “Owner”, and accepted by Brown & Caldwell, hereinafter referred to as “Engineer” pursuant to the mutual promises, covenant and conditions contained in the Master Agreement (Category 2a) between the above-mentioned parties dated October 2, 2023. The Project Name for this Task Order is as follows:

## **ARPA FUNDED WRRF BIOSOLIDS DRYER PROJECT**

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## **FINAL DESIGN AND BIDDING SERVICES**

### **PROJECT UNDERSTANDING**

This project will utilize ARPA Grant Funds. Supplemental Provisions are attached as Appendix A beginning on page 12.

During this phase of the project, Consultant will conduct final design engineering, develop the Final Design, and Bid Document submittals for the new Biosolids Dryer. The Final Design will advance the general arrangement design developed during Preliminary Engineering.

The project will involve improvements related to the following WRRF processes:

- Modifications to the biosolids cake conveyance system in the dewatering facility, including a below grade cake conveyor to the new biosolids dryer.
- A new rectangular, thermally enhanced solar biosolids dryer located on the biosolids pad.
- Expansion of the existing hot water loop and new secondary loop and pump to provide heat to the biosolids dryer.
- Conveyance equipment for dried biosolids storage and truck loading.
- Site-civil improvements including relocation of utilities and paving/grading modifications around the new dryer.

# **SCOPE OF WORK**

## **TASK 1 – Final Design**

- Focus on advancing planning and preliminary engineering concepts that have been developed in the Biosolids Dryer Preliminary Engineering task order (No. 5040.0200.a). Leading up to the Final Design milestone, elements of the work will be discussed and submitted separately for review by the City to confirm design direction (e.g., Coordination Meetings).
- Document the final design plans and specifications for the Project scope of work to achieve the following objectives:
  - Use information from previous surveys and geotechnical reports to complete the detailed design.
  - Finalize details of design concepts documented in the Preliminary Engineering Report.
  - Complete detailed design and preparation of contract documents and obtain City approval on the proposed design.
  - Document compliance and approval with regulatory requirements that pertain to the design of sewage treatment facilities.
  - Obtain code compliance approval and a building permit from the City of Meridian Building Services.
  - Update construction cost and schedule estimates.
  - Complete development of contract documents for the City to solicit construction contractor bids.

### **1.1 Architectural Final Design**

- Perform architectural design up to and including final drawings and specifications for public bidding of the Project.
- Final Design of the Biosolids Dryer will match to the best extent possible architectural treatment and materials that exist on other WRRF campus buildings.

#### *Deliverables*

- Architectural (A) drawings and specifications will be included with the final design and bid document submittals.
- COMCheck Envelope Compliance Certificate for the Biosolids Dryer Building.

### **1.2 Site-Civil Final Design**

- Design general and civil site work up to and including final drawings and specifications for public bidding of the Project.
- Civil drawings and specifications will be based on existing topographic base mapping and as-built drawings of the existing facilities and buried utilities, engineering calculations, and new/existing background geotechnical information.
- This task also includes design of access roads, site excavation, grading, paving, yard piping and utilities, drainage conveyance, and erosion control.

#### *Deliverables*

- General (G) and civil (C) drawings and specifications will be submitted with the final design and bid document submittals.

- General drawings will include title sheet and vicinity maps, drawing index, general symbols, legends, and abbreviations, and process flow diagrams.
- Civil drawings will include site plan, site demolition, paving and grading plans, yard piping plans, miscellaneous details, temporary erosion/sedimentation control details, and various site plans and sections.

### **1.3 Structural Final Design**

- Provide structural design, up to and including final drawings and specifications for public bidding of the Project.
- Structural drawings will be based on as-built drawings of the existing facilities, structural calculations, and new/existing background geotechnical information.
- The controlling code will be the 2018 International Building Code with local amendments.
- Structural drawings and specifications will be prepared for the mat foundation of the Biosolids Dryer , the footings of the preengineered Greenhouse , miscellaneous equipment and conveyance supports, and foundations and other structural aspects of any new/existing facilities associated with the Project.

#### *Deliverables*

- Structural (S) drawings and specifications will be submitted with the final and bid document submittals.

### **1.4 Process Mechanical Final Design**

- Prepare process and instrumentation documents (P&ID) and mechanical design documents up to and including final drawings and specifications for public bidding of the Project.
- P&ID drawings will be based on as-built drawings of the existing facilities, engineering calculations, and the characteristics of new process equipment needed for this Project.
- Process mechanical drawings and specifications will include final process design, equipment sizing and selection for each process area, process piping layout, and the final mechanical plan views, mechanical sections, and process control narratives.

#### *Deliverables*

- P&ID (I) drawings and mechanical (D) drawings and specifications will be submitted with the final and bid document submittals.

### **1.5 Electrical Final Design**

- Perform electrical design up to and including final drawings and specifications for public bidding of the Project.
- Electrical drawings will be based on power improvements required for the Project, including all raceway and cable schedules, and control schematics with reference to I&C-specified process instrumentation and control devices.
- Electrical drawings will show equipment locations and associated cable or raceways and indicate equipment connections as home-run type symbols with reference to which motor control center or electrical panel that a cable is to be connected.

### *Deliverables*

- Electrical (E) drawings and specifications will be submitted with the final and bid document submittals.
- COMCheck Interior and Exterior Lighting Compliance Certificates for Biosolids Dryer.

## **1.6 Instrumentation Final Design**

- Develop instrumentation and controls drawings and specifications as required to monitor and control the Project up to and including final drawings and specifications for public bidding of the Project.
- Instrumentation drawings will include sensors and instruments to be used (coordinated with electrical for hazardous environments requirements), installation details for equipment, and control system network diagrams.
- Specifications will include control system hardware and software requirements and written narrative descriptions of control strategies and sequences.

### *Deliverables*

- Instrumentation (I) drawings and specifications will be submitted with the final and bid document submittals.

## **TASK 2- Project Management and Design Support Services**

### **2.1 Document Preparation**

- Prepare the Final Design and Bid Document submittal packages.
- Final Design and Bid Document submittals will be delivered to the City in electronic PDF formats. Final Design (permit review set) will also be delivered in hard copy format. The specifications will be prepared in Microsoft Word and drawings will be prepared using Revit 2021 and Civil 3D (for civil drawings). Hard copy bound documents of the specifications and drawings (11"x17" half-sized drawings) will be submitted for internal distribution to the City.

### *Deliverables*

- Prepare the Final Design package (work products from Task 1 activities) for City and permitting agency review. One electronic PDF and four hard copies will be provided.
- After incorporating City and permitting agency review comments, a Bid Document package will be submitted to the City. One electronic PDF will be provided.

### **2.2 Project and Design Management**

- Provide management, direction, coordination, and control of all work associated with Project schedule, budget, subconsultants, technical quality, and monthly progress reports and invoices for the Project.
- This task includes the following activities:
  - Update the Project Management Plan and Quality Plan for Final Design activities (internal use only).
  - Update the Health and Safety plan for Final Design activities (internal use only).
  - Maintain the Final Design project schedule.
  - Prepare monthly project status reports. Progress reports will identify budget status, progress status, and activities of the previous month.

- Supervise project staff.
- Manage Consultant budget and schedule.
- Procure, supervise, and coordinate the activities of subconsultants providing specialized or supplemental engineering services.
- Coordinate design disciplines.

*Deliverables*

- Monthly progress reports and invoices

**2.3 Coordination Meetings**

- Provide a regular forum for receipt, exchange, response, and documentation of project planning, design, and management related issues and decisions during the Project.
- This task includes the following coordination meetings:
  - Six workshops up to 3-hours in duration on-site at the City's WRRF or via MS Teams with PM, DM, and up to four additional design engineers (discipline leads) to present and review findings, discuss design issues/decision log progress, and obtain site access for information gathering.
  - Bi-weekly internal Project team meetings during the Final Design phase (1-hour duration teleconference between Consultant disciplines) for a duration of up to seven months to discuss design issues, review schedule, and coordinate amongst discipline team members.

*Deliverables*

- Agenda and workshop presentation content to be distributed at all coordination meetings with City staff
- Issues/decision log updated following each coordination meeting with City staff
- Meeting notes for all coordination meetings with City staff

**2.4 Construction Cost Estimate and Construction Schedule**

- Provide the probable construction cost and construction schedule estimates based on the Final Design submittal. A Class 1 estimate will be submitted in accordance with the Association for the Advancement of Cost Engineering Estimate Classification System.

*Deliverables*

- Cost Estimate for the Final Design will subdivide the cost estimate by process areas and by major engineering disciplines.
- Construction Schedule will include a basic work breakdown structure schedule estimate based on the Final Design submittal.

**2.5 Quality Assurance/Quality Control (QA/QC)**

- Implement a QA/QC program as defined in the Quality Plan to review products from this scope. City and regulatory agency review comments will also be incorporated to prepare and complete the Bid Document submittal. Additionally, the City is assumed to participate in this process and provide independent review of products.
- Consultant will provide appropriate calculation and deliverable QA/QC reviews by in-house, senior staff members. No external value engineering reviews are included in this scope.

## *Deliverables*

- Issues/decision log

### **2.6 Permitting Assistance**

- Assist the City in preparing and submitting permits and other regulatory documents required for the Final Design associated with new facility construction.
- Based on prior project experience, Consultant has budgeted for the following permits and/or approvals to be included in this scope of work:
  - IDEQ
    - The Final Design submittal will be transmitted to IDEQ upon approval by the City.
    - Final Design submittal comments will be resolved by Consultant to the satisfaction of IDEQ. Any changes to drawings or specifications because of this review will be issued as part of the Bid Document submittal.
  - City Building Services Permits
    - Consultant will coordinate with City to set up an intake review meeting with the City Building Services Department in advance of submitting the Certificate of Zoning Compliance (CZC) checklist and Final Design permit review application.
    - The CZC checklist and supplemental information (project narrative, cover sheet, site-civil drawings, architectural elevations, and AutoCad files) will be submitted for City Building Services review/approval in advance of the Final Design submittal.
    - CZC submittal comments will be resolved by Consultant to the satisfaction of the City Building Services Department. Any changes to drawings or specifications because of this review will be issued as part of the Final Design submittal.
    - The Final Design submittal will be transmitted to the City Building Services Department following CZC approval.
    - Final Design submittal comments will be resolved by Consultant to the satisfaction of the City Building Services Department. Any changes to drawings or specifications because of this review will be issued as part of the Bid Document submittal.
  - Stormwater Pollution Prevention Permit (SWPPP)
    - Consultant will include drawings for installation of best management practices (BMPs) facilities in the Final Design submittal.
    - Consultant will include a specification in the Final Design submittal outlining the construction contractor's responsibilities for using the drawings in support of developing the SWPPP and submitting a Notice of Intent (NOI) to the IDEQ for coverage under the construction general permit as site operator.
    - The Final Design submittal will be transmitted to the City for review of the drawing BMPs and SWPPP specification.
    - Final Design BMP and SWPPP specification submittal comments will be resolved by Consultant to the satisfaction of the City. Any changes to drawings or specifications because of this review will be issued as part of the Bid Document submittal.



- SWPPP will be prepared under Task 1.2 (Site-Civil Final Design)
- Other permits and regulatory documents may be identified during the Project and will be added to this scope and budget upon written authorization by the City. It is assumed that wetlands, biological assessments, or archaeological investigations and surveys will not be necessary. It is also assumed that the construction contractor will secure other Project-related permits such as the grading, building, electrical, and plumbing permits.

*Deliverables*

- CZC checklist and supplemental information
- Final Design submittal for IDEQ, City Building Services, and BMPs/SWPPP review and approval

**2.7 Bid Period Services**

- Assist the City with obtaining construction bids for the Project. The City will be responsible for advertising and bidding the Project. This budget includes a labor allowance of 64 hours for assisting the City with the Project bidding.
- This task includes activities as follows:
  - Respond to bidder questions during the bid period.
  - Support addenda preparation for City distribution as required prior to bid closing.
  - Attend and participate in the City-led pre-bid conference.
  - Assist with bid evaluations.

*Deliverables*

- Answers to contractor questions and addendum documents (template for deliverable will be provided by the City and will be similar in format to prior projects).
- Pre-bid conference agenda (template for agenda deliverable will be provided by the City and will be similar in format to prior projects).
- Pre-bid conference technical presentation (MS Power Point) and Navisworks Building Information Model files will be transmitted to contractors via addendum following the pre-bid conference.

**PROJECT ASSUMPTIONS**

While preparing our scope of services and fee schedule, Consultant has made the following assumptions:

**Civil/Geotechnical**

- Existing topographical survey information and base mapping will be utilized for the design of new facilities and modifications of existing facilities.
- Legal, easement, and plat surveys for the WRRF site will not be required.
- Civil site work plans will only be provided for areas of the site that involve disturbance to existing grading and where site restoration is needed after demolition and construction activities.
- Site drawings will only be prepared for areas in the WRRF where new facilities or major retrofits to are to be constructed.

- It is assumed the site layout for new facilities associated with the Project will not require relocation of major utilities or structures required for continued or interim service of the WRRF.
- Landscaping plans will not be prepared.
- New access roadway work will be limited to the areas around the Biosolids Dryer. No traffic analysis or traffic control design is required.
- The foundation design of new or modified facilities will be based on geotechnical information obtained by the City for this Project.
- In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the Project cost and/or execution. The conditions and cost/execution effects are not the responsibility of Consultant.
- New groundwater pumping facilities are not required.

### **Structural/Architectural/Geotechnical**

- It is assumed that geotechnical conditions and recommendations are similar to those of recent WRRF projects.
- Conventional spread foundations will be required for all new facilities. Deep excavations or piles will not be required.
- Biosolids Dryer Greenhouse architecture will match to the best extent possible architectural treatment and materials that exist on other WRRF campus buildings.
- No landscape architect services will be required for this Project.
- No retaining walls will be required.
- Greenhouse structural and architectural design will be delegated to the manufacturer.
- Supports and seismic bracing for pipes (<24”), lighting, fire suppression or hvac systems will be Contractor-designed based upon a performance specification which will be developed during the final design phase for all piping.

### **Process/Mechanical**

- Design concerning “plant-wide” utility systems such as basin drainage, water and in-plant waste collection/disposal will be limited to extension of and/or changes to existing piping. No new structures or equipment will be needed.
- Corrosion control provisions will not be required for buried piping.
- Active cathodic protection will not be required for buried piping.
- Piping two inches in diameter and smaller will be field-routed 5-feet from entry point and 5-feet from end point.
- Pipe supports, expansion/contraction control measures, and seismic bracing/control measures will be Contractor-designed based upon a performance specification which will be developed during the final design phase for all piping.
- An odor control system will not be provided.
- Manual valves two inches in diameter and below will not be tagged.



- No changes to boilers or hot water primary loop pumps will be required.

### **Electrical**

- Electrical design of the new Biosolids Dryer including power distribution, lighting, telecommunications device locations, raceways, and cabling.
- Electrical design will be based on existing record drawings provided by the City and Consultant observations of existing conditions; without benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to the City. Unforeseen conditions uncovered during the progress of final design work may require an adjustment to the work scope subject to renegotiation with the City.
- Utility coordination will be provided during the Final Design phase for any modifications required to accommodate new loads.
- A comprehensive power system study will be provided during the Construction phase. Code review will be limited to the City-adopted version at the time of initiation of contract of NFPA Sections 70, 820 and 497.
- Public address system design or modification will not be included.

### **Instrumentation and Controls (I&C)**

- I&C will match the existing system and components available during the Project.
- I&C will be similar in type and sophistication to what currently exists and based on the City's latest I&C standards. Analog elements and components will be used, and no significant modifications to existing I&C equipment or systems will be needed.
- A design for a new remote I/O programmable logic controllers (PLCs)-based supervisory control and data acquisition system will be provided for those process areas. All new I&C equipment or systems are anticipated.
- The City will provide "as-built" documentation of the existing process instrumentation and control system. City-provided information will include, but not be limited to, existing motor and control circuit diagrams, panel shop drawings, process instrument information, and process control system software documentation.
- The new instrumentation and control system will be based on the use of PLCs. Plant status monitoring will be by the existing commercially available PC-based software package: Wonderware, by Schneider Electric Software. Remote access to plant components will not be provided.
- Programming is excluded from this scope of work. This effort will be deferred to the construction phase of this Project and will assume that a subcontractor will be hired by the City to perform this work during the construction Project.
- Security system and video system design are excluded as part of this scope of work.
- Vendor-supplied control system packages will be interfaced through hardwired signals or networked signals, when available.

### **Project Management/General**

- Decisions will be reached in the workshop setting and summarized in detailed TMs and/or documented and maintained in an issues/decision log.
- Design deliverable milestone reviews will be streamlined by using presentations and structured Building Information Model (BIM) review meetings.

- The design will be based on federal, state, and local codes and standards in effect at the beginning of the Project. The existing plant facilities are assumed to be in full compliance with current drainage, electrical, building, mechanical, plumbing, seismic, and other codes that apply to these types of facilities. Revisions and rehabilitation of existing plant facilities to achieve compliance with current codes are specifically excluded from this scope of work.
- Preparation of contract design drawings will be based on the use of standard Consultant document protocols, CAD standards, and formats like those which have been used on previous projects with the City. All drawings will be prepared with Revit 2021, except for civil drawings, which will be prepared with Civil 3D.
- City will be responsible for all project permitting fees.
- Construction contractor bid period will be 6 weeks in duration.
- In providing opinions of probable cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that opinions of probable cost and schedule estimation will match the City's actual project match the City's actual Project costs, financial aspects, economic feasibility, or schedule.
- The City will provide computer files of all existing plant construction drawings. These drawings are considered record drawings and will be relied upon to be accurate for design purposes. City will provide to Consultant all data in City's possession relating to Consultant's services on the Project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by City. If provided documents are found to be erroneous in content, an adjustment to the work scope subject to renegotiation with the City may be required.
- Any investigation and remediation of possible hazardous waste, asbestos, lead paint, or other types of contamination will be conducted as a separate contract.

# **NOTICES**

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**City of Meridian**  
Purchasing Manager  
33 E. Broadway Avenue  
Meridian, Idaho 83642  
Telephone: (208) 489-0417  
[kwatts@meridiancity.org](mailto:kwatts@meridiancity.org)

**Brown and Caldwell**  
Attn: Dave Bergdolt  
1290 West Myrtle St., Ste 340  
Boise, ID 83702  
Telephone: (208) 389-7700 / (206) 450-4576  
[dbergdolt@brwncald.com](mailto:dbergdolt@brwncald.com)

## **TIME OF COMPLETION and COMPENSATION SCHEDULE**

<b>COMPENSATION AND COMPLETION SCHEDULE</b>			
<b>Task</b>	<b>Description</b>	<b>Due Date</b>	<b>Compensation</b>
<b>1</b>	Final Design	▪ 180 days from NTP	\$539,092
<b>2</b>	Project Management and Design Support Services	▪ 240 days from NTP	\$153,900
<b>TASK ORDER TOTAL: \$692,992.00</b>			

The Not-To-Exceed amount to complete all services listed above for this Task Order is six hundred ninety-two thousand nine hundred and ninety-two dollars and 00/100 (\$692,992.00). No compensation will be paid over the Not-to-Exceed amount without prior written approval by the Owner in the form of a Change Order. No travel or expenses will be reimbursed through this agreement. All costs must be incorporated in the individual tasks within the Compensation and Completion Schedule above.

### **CITY OF MERIDIAN**

BY: \_\_\_\_\_  
KEITH WATTS, Purchasing Manager

Dated: \_\_\_\_\_

City Project Manager:  
David Briggs

### **BROWN AND CALDWELL**

BY:  \_\_\_\_\_  
MIKE ZELTNER, Managing Engineer

Dated: April 5, 2024

## Appendix A

### SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING FEDERAL AWARD FUNDS

1. **Applicability.** In addition to the terms and conditions set forth in the Contract and all applicable policies, laws, and regulations, all Contracts with the City of Meridian involving Federal Award funds shall include the following terms and conditions, as applicable, set forth in these Supplemental Provisions for Contracts Involving Federal Award Funds (“Supplement”). Because the provisions set forth in this supplement are required by Federal regulations (2 CFR Part 200), to the extent the terms set forth herein conflict with the provisions of the Contract, the terms set forth herein shall apply.
2. **Definitions.** Terms used in this Supplement shall be defined as set forth in 2 CFR § 200.1. The term “Contract” as used in this Supplement shall refer to the instrument to which this Supplement is appended, attached, or included as an exhibit.
3. **Uniform guidance.** Contractor shall comply in all respects with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
4. **Breach** (2 CFR Part 200, Appendix II, § A). If Contractor is in breach of any of the terms, covenants or conditions of this Contract, this Contract, and all rights of Contractor in and to the Federal Award funds, at City’s option, may be terminated and forfeited without further notice or demand. In addition to termination of this Contract and/or any other remedies as provided by law, City may require repayment of Federal Award funds remitted, and declare Contractor ineligible for any further participation in City grant programming.
5. **Termination** (2 CFR Part 200, Appendix II, § B).
  - a. Termination for convenience. Either party may terminate this Contract for convenience by, at least thirty (30) days before the effective date of such termination, giving written notice to the other party of such termination and specifying the effective date thereof.
  - b. Termination for cause. Termination of this Contract, in whole or in part, may occur for cause, which cause may include, but shall not be limited to, the following:
    - 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
    - 2) Failure to fulfill in a timely and proper manner its obligations under this Contract;
    - 3) Ineffective or improper use of Federal Award funds provided under this Contract; or
    - 4) Submission of reports that are incorrect or incomplete in any material respect.

Either Party may terminate this Contract for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have fourteen (14) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Contract for cause. In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, drawings, photographs, reports, and/or other materials that are the property of and prepared by Contractor under this Contract shall become the property of City, and Contractor shall provide same within seven (7) days of City’s demand therefor. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

6. Equal Employment Opportunity (2 CFR Part 200, Appendix II, § C; applicable to all Contracts that meet the definition of “Federally Assisted Construction Contract” per 41 CFR Part 60–1.3).

a. Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, the following equal opportunity clause:

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract 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.

(5) 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.

(6) 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.

(7) 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 in 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

- b. Contractor further agrees that Contractor will be bound by the above equal opportunity clause with respect to its own employment practices when Contractor participates in a Federally Assisted Construction Contract.
- c. Contractor agrees that it will assist and cooperate actively with the City 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 City's primary responsibility for securing compliance.
- d. Contractor further agrees that it shall not enter 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, Contractor agrees that if Contractor fails or refuses to comply with these undertakings, City 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 Contractor 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.



7. **Davis-Bacon Act, 40 U.S.C. §§ 3141–3148 (2 CFR Part 200, Appendix II, § D; 29 CFR Part 5; applicable to all prime construction contracts in excess of \$2,000).** Contractor and Contractor’s subcontractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. Contractor must include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
8. **Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145 (2 CFR Part 200, Appendix II, § D; 29 CFR Part 3; applicable to all contracts to which Davis-Bacon applies).** Contractor shall comply with the Copeland “Anti-Kickback” Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor further acknowledges and agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract shall comply with Federal requirements pertaining to such Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor or its subcontractors of its obligation, if any, to require payment of the higher wage.
9. **Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701–3708 (2 CFR Part 200, Appendix II, § E, applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers).** Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Rights to Inventions Made Under a Contract or Contract (2 CFR Part 200, Appendix II, § F, applicable to contracts involving Federal award that meets the definition of “funding Contract” under 37 CFR § 401.2(a)).** If Contractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Contractor shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
11. **Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251–1387) (2 CFR Part 200, Appendix II, § G, applicable to contracts in excess of \$150,000).** Contractor specifically agrees to comply with the following regulations:

- a. Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*
- b. Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, relating to inspection, monitoring, entry reports, and information, as well as other requirements specified in said Act, and all regulations and guidelines issued thereunder.
- c. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50.

12. **Debarment and Suspension, Executive Orders 12549 and 12689 (2 CFR Part 200, Appendix II, § H; 2 CFR Part 180).** Contractor is prohibited from contracting with any party that is suspended or debarred, i.e., listed on the governmentwide exclusions in the System for Award Management. Contractor must include a requirement to comply with these regulations in any contract for a covered transaction it enters into.

13. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (2 CFR Part 200, Appendix II, § I).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated Federal Award funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal Federal Award funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor, who in turn will forward the certification(s) to the City. Pursuant to 44 CFR Part 18, Appendix A, the certification shall be signed by the Contractor and shall state:

Certification for Contracts, Grants, Loans, and Cooperative Contracts

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated Federal Award funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

(2) If any Federal Award funds other than Federal appropriated Federal Award funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all Contractor s shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Insert Contractor's name], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

- 14. Procurement of recovered materials (2 CFR Part 200, Appendix II, § J, 2 CFR § 200.323; applicable where the price of the item purchased exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000).** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials as designated by the Environmental Protection Agency unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, the product does not meet contract performance requirements; or cannot be acquired at a reasonable price.
- 15. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR Part 200, Appendix II, § K; 2 CFR § 200.216).** Contractor is prohibited from obligating or expending loan or grant Federal Award funds to: a) procure or obtain; b) extend or renew a contract to procure or obtain; or c) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses Covered Telecommunications Equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), including (i) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 16. Domestic preferences for procurements (2 CFR Part 200, Appendix II, § L; 2 CFR § 200.322).** As appropriate, to the extent consistent with law, and to the greatest extent practicable under the Federal award, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:
- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

**17. Financial management (2 CFR § 200.302(b)).** Contractor's financial management system shall provide for the following:

- a. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received.
- b. Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- c. Records that identify adequately the source and application of Federal Award funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d. Effective control over, and accountability for, all Federal Award funds, property, and other assets. Contractor must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e. Comparison of expenditures with budget amounts for each Federal award.

**18. Conflicts of interest; nepotism (2 CFR § 200.318(c)(1)).** No person who exercises or has exercised any function or responsibility with respect to Federally-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in activities funded under this contract, or have a financial interest in any contract, subcontract, or Contract with respect to the Federally-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

**19. Nondiscrimination.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, the Age Discrimination Act of 1975, and Executive Order 11246 as amended by Executive Orders 11375 and 12086 (non-discriminatory practices in hiring and employment by government contractors). Specifically, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during 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.

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. 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. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract 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. Contractor will include this provision in every subcontract or purchase order unless exempted by Executive Order 11246 or the rules, regulations, or orders of the Secretary of Labor issued pursuant thereto.

20. **Rehabilitation Act, section 504 (29 U.S.C. §§ 701 *et seq.*).** Contractor agrees to comply with Federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination against the handicapped in any federally assisted activities.
21. **Small, Women- and Minority-Owned Businesses (2 CFR § 200.321).** Contractor shall take all necessary affirmative steps to assure that small businesses, minority businesses, women’s business enterprises, and labor surplus area firms are used when possible as sources of supplies, equipment, construction and services. Affirmative steps must include:
- a. Include any such qualified firms on solicitation lists.
  - b. Assure that such firms are solicited whenever they are potential sources.
  - c. When economically feasible, divide total requirements into small tasks or quantities so as to permit such firms maximum participation.
  - d. Where possible, establish delivery schedules which will encourage such participation.
  - e. Use the services and assistance of the Small Business Administration, Minority Business Development Agency of the Department of Commerce, Idaho Transportation Department’s Disadvantage Business Enterprise Program, and other sources when appropriate.
22. **Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. §§ 3801-3812 (Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to this contract. This statute allows for administrative recoveries by the awarding Federal agency. If Contractor submits a claim that Contractor knows or has reason to know is false or contains false information, or omits material information, the Federal agency may impose a penalty of up to \$5,000 for each claim. Contractor acknowledges that a violation of this law occurs when the false information is submitted.
23. **Subcontractors.**
- a. Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the prior written consent of City. All subcontracts entered into in the performance of this Contract shall be awarded pursuant to any applicable provisions of the City Purchasing Policy and/or local, state, or federal laws.
  - b. Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
  - c. Contractor shall cause all provisions of this Contract in their entirety to be included in and made a part of any subcontract executed in the performance of this Contract. Specifically, without limitation, Contractor shall include the provisions of this Contract regarding Civil Rights and Affirmative Action in every subcontract or purchase order, specifically or by reference, to ensure that such provisions will be binding upon all subcontractors.
  - d. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.
24. **Environmental Mitigation Measures.**
- a. Contractor 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.



- b. 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.
- c. 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.
- d. Contractor shall comply with the provisions of the Environmental Protection Agency's Idaho Pollutant Discharge Elimination System (IPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
- e. 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 City. No attempt shall be made to excavate, open, or remove such material without written approval.

**25. Build America Buy America Act (2 CFR § 184.4(b); Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58).** Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022. Contractor's projection of total project costs and revisions thereof should reflect compliance with BABAA requirements. Contractor shall determine and certify that to the best of Contractor's knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA. Contractor shall review and approve or take action with respect to drawings, plans, and other required Contractor submittals, including applications for payment, to ensure compliance with BABAA. Contractor shall review substitutes and "or equals" for conformity with contract conditions, Federal awarding agency regulations, and BABAA requirements. Contractor shall obtain and review manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files.