



C.L. "Butch" Otter, Governor
Jeffery Sayer, Director

Date: July 31, 2015

To: The Honorable Tony Koberstein
Mayor, City of New Meadows
PO Box 324
New Meadows, Idaho 83654

DP
From: Dennis Porter, Community Development Manager

Re: ICDBG-15-III-11-PF

THE FOLLOWING DOCUMENTS HAVE BEEN PROVIDED TO YOU FOR YOUR:

Review: Action: Signature:

- CONTRACT (Sign both copies and return to our office.)
- EXECUTED CONTRACT (Retain document in your project file.)
- CONTRACT AMENDMENT (Sign both copies and return to our office.)
- EXECUTED AMENDMENT (Retain document in your project file.)
- ENVIRONMENTAL RELEASE (Retain document in your project file.)
- FINDING OF EXEMPTION (Retain document in your project file.)
- SUBCONTRACT APPROVALS (Retain document in your project file.)
- ADDITIONAL CLASSIFICATION
- CONTRACT AWARD APPROVAL
- BID DOCUMENT APPROVAL
- PHONE CONVERSATION FOLLOW UP
- OTHER

COMMENTS:

Please sign and date both copies and return to:

Dennis J. Porter
PO Box 83720
Boise, ID 83720-0093
208-287-0782

Once the department signs the contract, a copy will be returned to your office.

IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA #: 14.228

GRANTEE NAME: City of New Meadows
GRANTEE ADDRESS: P.O. Box 324
New Meadows, Idaho 83654

GRANTEE DUNS NO: 120348961 GRANTEE CAGE Code: 5XHK0

PROJECT TITLE: New Meadows Wastewater Land Application Project
CONTRACT NO.: ICDBG-15-III-11-PF

This Contract is made pursuant to the Idaho Community Block Grant Program (ICDBG) and is entered into between the Idaho Department of Commerce (DEPARTMENT) and the City of New Meadows (GRANTEE).

The DEPARTMENT and GRANTEE hereby agree as follows:

1. **Compliance Requirements:** GRANTEE, sub-recipients, contractors, and subcontractors, receiving ICDBG funds shall comply with 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Grant Number B-15-DC-16-0001; the procedures in the DEPARTMENT's ICDBG Application Handbook and Grant Administration Manual; and the DEPARTMENT's most current consolidated plan. GRANTEE shall also comply with the federal laws and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE's application.
2. **ICDBG Amount:** The maximum amount of ICDBG assistance awarded by this Contract is Four Hundred and Seventy Thousand Dollars (\$470,000).
3. **Match:** GRANTEE shall provide Seven Hundred Ninety-Six Thousand, Seven Hundred Dollars (\$796,700) in matching funds for the purposes of completing this project. 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.
4. **The Project:** Attached hereto as Attachment "A" and incorporated herein is the Scope of Work and Project Schedule. At a minimum, Attachment "A" shall consist of the following components:
 - a. Construction Scope of Work
 - b. Design professional and grant administration
 - c. Equal Access Planning
 - d. National Objective
 - e. State Goal
 - f. Schedule
5. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE and not the Sub-recipient hereby assumes responsibility for the completion of an environmental review process 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 ICDBG Grant Administration Manual. Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract 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 ICDBG's environmental review process under 24 CFR Part 58 and issuance of the DEPARTMENT's Notice of Concurrence. The parties further agree that the payment of any funds by the DEPARTMENT under this Contract 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 Contract.

6. **Mandatory Mitigation Measures:** The GRANTEE must implement the mitigation measures as identified in Attachment "C".
7. **Sub-recipient Agreements:** Not Applicable.
8. **Additional Assurances:** GRANTEE shall remain fully obligated under this Contract notwithstanding GRANTEE's designation of third parties for the undertaking of all or any part of the Project that is the subject matter of this Contract.
9. **Special Conditions:** Not Applicable.
10. **Relationship of Contracting Parties and Indemnification:** 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, and agrees to complete the project in accordance with the terms of this Contract.

GRANTEE shall defend, protect, and hold harmless the Department and the State of Idaho, and all officers, employees, and agents thereof, against all claims, suits or actions arising from any act of omission or commission of GRANTEE or any of its employees, Sub-recipients or agents while performing any work, services, or activities, or providing any materials relating to or in connection with the performance of this Contract.

11. **Period of Performance:** Work on the Project covered by this Contract began on February 1, 2015, and shall continue as set forth in Attachment "A" until the Project is completed and closed-out. If GRANTEE has not completed the Project and submitted all ICDBG close-out documents within one (1) year from the 100% Construction Complete date as set forth in Attachment "A", all remaining and unexpended ICDBG funds will be retained by the DEPARTMENT.
12. **Project Budget & Payments:** Attached hereto as Attachment "B" and incorporated herein is the Project Budget. GRANTEE shall adhere to the budget as outlined in Attachment "B." ICDBG funds cannot be shifted to new activities or between approved activities without an amendment to both Attachments "A" and "B." The use of ICDBG funds for administrative costs shall not exceed a maximum of 10% of the total ICDBG award.

GRANTEE may periodically request grant funds up to 100% of the value of work performed for all items in the ICDBG budget, except for the administration and construction line items as provided in the paragraphs below. If the DEPARTMENT is satisfied in its sole discretion with the payment request, the DEPARTMENT may pay the amount requested within thirty (30) days from receipt of the request. GRANTEE shall certify that all work that is billed to the DEPARTMENT is complete at the time of the billing. GRANTEE shall be responsible for any discrepancy or error in billing or documentation.

Payment for all ICDBG construction funds may be up to ninety-five percent (95%) of the total ICDBG construction line item as identified in Attachment "B." The remaining 5% of ICDBG construction funds shall be released upon the DEPARTMENT's approval of the GRANTEE's certificate of substantial completion and other close-out documents as determined by the DEPARTMENT.

GRANTEE must demonstrate to the DEPARTMENT that all applicable ICDBG requirements have been satisfied and that all Contract Project files are complete. GRANTEE must submit to the DEPARTMENT all required documentation. The DEPARTMENT shall retain at a minimum 5% of the ICDBG funds budgeted for administration as identified in Attachment "B" until GRANTEE

demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective and complied with all ICDBG grant requirements.

Eligible project costs incurred prior to this Contract's effective date may be approved at the DEPARTMENT's discretion, but only if the environmental review for that activity has been completed.

- 13. Remedy for Noncompliance:** If the DEPARTMENT determines in its sole discretion that GRANTEE has failed to comply any term or condition of this Contract, the parties agree that the DEPARTMENT's obligation to make payments under this Contract is suspended until such noncompliant issue or situation is resolved to the mutual satisfaction of both parties.

A determination of noncompliance by the DEPARTMENT may occur as a result of, but shall not be limited to, the following events:

- a. Project construction is abandoned or unreasonably delayed, or is discontinued for a period of thirty (30) consecutive calendar days, without prior written approval from the DEPARTMENT.
 - b. GRANTEE fails to cause Project construction to be completed in accordance with the requirements of this Contract.
 - c. The Project is materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the DEPARTMENT, is not adequately covered by insurance.
 - d. The existence of any material or intentional misrepresentations of fact by GRANTEE in any document submitted to the DEPARTMENT in support of the grant or in connection with any of the grant documents.
 - e. GRANTEE's failure to furnish to the DEPARTMENT within thirty (30) days and without demand, a true copy of any notice or other document received by or available to GRANTEE disclosing any requirement, deficiency or the violation of any law, regulation or ordinance bearing upon the Project funded by this Contract.
 - f. The Project fails to meet ICDBG requirements as defined by the DEPARTMENT.
- 14. Contract Amendments:** The DEPARTMENT may amend this Contract on its own initiative or at the request of GRANTEE to reflect changes in the Scope of Work, Project Design or Project Budget. Such changes shall be mutually agreed upon, and evidenced by a written contract amendment. In no case shall the nature or purpose of the project be amended from what was generally described in the application except as provided for in the ICDBG's Administrative Rules at IDAPA 48.01.01.

- 15. Financial and Progress Reports:** GRANTEE shall keep books, records, and accounts of all activities related to this Contract. On each interim 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 funded by this Contract.

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. GRANTEE shall disburse ICDBG funds within 3 to 5 business days of their receipt. GRANTEE may keep up to \$100.00 in interest accrued on ICDBG funds, but shall return any amount in interest over \$100.00 to the DEPARTMENT.

- 16. Other Items and Documents:** GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Contract within thirty (30) days of the date of the written request.
- 17. Certified Grant Administrator:** In accordance with Idaho Administrative Code all Grantees before expenditure of ICDBG funds are required to have under contract a Department approved Grant

Administrator. The Grant Administrator is responsible for administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with ICDBG's professional services contract.

- 18. Insurance During Construction:** By executing this Contract, 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 Contract, 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.

- 19. Contract Services:** GRANTEE shall follow ICDBG procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual, if ICDBG funds will be paying for the services. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of contract services.

- 20. Certification Regarding Debarment:** By executing this Contract, GRANTEE certifies to the DEPARTMENT that it will not execute a contract with parties that are identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE also certifies that it is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.

- 21. Project Signage:** Upon 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 three (3) months after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.
- 22. Representation and Warranties:** GRANTEE represents, warrants, and agrees that the Project funded by this Contract, both during construction and at the time of completion, and the contemplated use thereof, shall not violate any applicable zoning or use statute, ICDBG mitigation measure, ordinance, building code, rule or regulation, or any covenant or agreement of record. GRANTEE agrees that it will furnish documentation satisfactory to the DEPARTMENT regarding the representations and warranties made in this Section.

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.

- 23. Use of Real Property:** GRANTEE represents and agrees that the purchase of any property and undertakings pursuant to this Contract are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities. No voluntary or involuntary successor in interest of GRANTEE shall acquire any rights or powers under this Contract without prior written consent of the DEPARTMENT.

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, 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, all ICDBG funds disbursed to GRANTEE under this Contract shall become due and payable to the DEPARTMENT and the DEPARTMENT shall be excused from making any further disbursements of ICDBG funds under this Contract.

- 24. Conflict of Interest of Members, Officers or Employees of Grantee, Members of Local Governing Body or Other Public Officials:** No member, officer or employee of GRANTEE or its sub-recipients or agents, no member of the governing body where the Project authorized by this Contract is located, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project funded by this Contract. The requirements of this Section are to be included in all sub-recipient agreements, subcontracts and assignments.

- 25. Audit and Monitoring:** GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. 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 funded by this Contract 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 available to the DEPARTMENT during regular working hours. GRANTEE shall maintain these books, accounts, reports, files, and other records for at least four (4) years following closeout of the Project.

In the event GRANTEE provides any portion of its ICDBG funds in any fiscal year to a sub-recipient, such as a special district or a non-profit organization, GRANTEE shall require the sub-recipient to comply with the audit and monitoring requirements of Circular A-133 or Circular A-110. GRANTEE

shall be responsible for monitoring sub-recipient compliance with all federal and state laws and regulations including the audit requirements of this Section.

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 funded by this Contract.

26. Program Income: If the GRANTEE or its sub-recipient receives program income as defined by 24 CFR 570.489 (e) as a result of expending ICDBG funds the DEPARTMENT will require that the GRANTEE commit to a program income reuse plan with the DEPARTMENT.

27. Termination: This Contract may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the terms of this Contract for approved Project work rendered to the date of termination.

APPROVED:

STATE OF IDAHO
Department of Commerce

CITY OF NEW MEADOWS

Jeffery Sayer
Director

The Honorable Tony Koberstein
Mayor

Date

Date

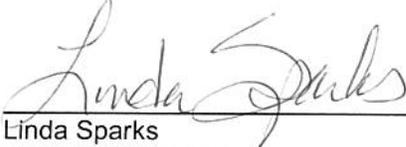
For Internal Use of the Department

Reviewed and Approved



Dennis J. Porter
Community Development Manager

Date 7/27/2015



Linda Sparks
Financial Manager

Date 7/28/15

ATTACHMENT A

**Contract No.: ICDBG-15-III-11-PF
New Meadows Wastewater Land Application Project**

- A. Construction Scope of Work** – Project includes construction of a new storage pond for land application system for wastewater effluent. Treatment plant capacity will also be increased by removing existing lagoon cell sludge buildup and eliminating large amounts of inflow and infiltration.
- B. Design Professional and Grant Administration** – Professional services necessary to design and administer the construction scope of work and the GRANTEE’s plans in accordance with applicable codes and regulations.
- C. Equal Access Planning**
 - a. **Furthering Fair Housing Plan** – To affirmatively further fair housing the GRANTEE needs to designate a fair housing resource person, conduct a fair housing assessment, proclaim April 2016 as fair housing month and publicly display fair housing information.
 - b. **504 Accessibility and Transition Plan** –The GRANTEE needs to complete a 504/ADA Evaluation and Transition Plan and adopt and publish its policy regarding Nondiscrimination on the Basis of Disability.
 - c. **Limited English Proficiency (LEP) Four Factor Analysis** – The GRANTEE needs to conduct the four factor analysis to determine if it is necessary to develop a Language Access Plan.
- D. National Objective** – Low to Moderate Income Area Benefit (survey)
 - Population to Benefit: 475
 - Low to Moderate Person to benefit: 289
 - Low to Moderate Percentage – 61%
- E. State Goal** – Preserve and Enhance Suitable Living Environments – New Construction
- F. Schedule**

Design Professional Contract Executed	Complete
Grant Administration Contract Executed	Complete
Environmental Release	Complete
Bid Document Approval	January 2016
Bid Opening	April 2016
Construction Contract Executed	April 2016
Start Construction	April 2016
Construction 50% Complete	October 2016
Second Public Hearing	October 2016
Certificate of Substantial Completion	November 2016
Construction 100% Complete	November 2016
Complete Fair Housing Plan	July 2016
Complete 504 Review and Transition Plan	July 2016
LEP Four Factor Analysis	July 2016
Final Closeout	December 2016

**ATTACHMENT B
Budget**

Grantee: City of New Meadows

Project No.: ICDBG-15-III-11-PF

Project: New Meadows Wastewater Land Application Project

LINE ITEMS	AMOUNTS				
	ICDBG Grant	City Cash	USDA Loan	USDA Grant	Total
Administrative Expenses*	\$47,000				\$47,000
Project Planning		\$7,250	\$8,250		\$15,500
Design Professional	\$234,200				\$234,200
Construction	\$188,800		\$208,450	\$522,750	\$920,000
Land Value		\$50,000			\$50,000
					\$0
Total Costs	\$470,000	\$57,250	\$216,700	\$522,750	\$1,266,700

Remarks:

*No more than 10% of ICDBG funds shall be used for Administrative expenses.

ATTACHMENT C

ICDBG Mitigation Measures

New Meadows Wastewater Land Application Project
ICDBG-15-III-11-PF

Mitigation Measures

- 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.
- 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.
- 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.
- 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).
- 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.
- Implementation of the best practical alternative as determined by the completion of the Floodplain 8-Step Review, as defined in 24 CFR 55.20.