

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

Minutes of Regular Meeting held March 8, 2016

The Bonneville County Fire Protection District No. 1 ("Fire District") held its regular monthly meeting of Commissioners on Tuesday the 8th day of March, 2016, at the offices of Nelson Hall Parry Tucker, PLLC, at 490 Memorial Drive, Suite 200, Idaho Falls, Idaho 83402 convening at 12:22 p.m.

The following were present:

Commissioners Dan Gubler, Ralph Isom and Dave Long were present. The following were also present: Fire District Liaison, Dick Fowler; Assistant Legal Counsel, Wiley R. Dennert; District Accountant, Terri Gazdik; City of Idaho Falls Fire Chief Dave Hanneman; Deputy Chief David Coffey; Bonneville Planning Administrator, Steve Serr; and Idaho Falls City Council Member, Ed Marohn.

Notice of the time, place and purpose was posted at the Bonneville County Courthouse and at the premises of 490 Memorial Drive, Idaho Falls, Idaho. A copy of the notice and agenda is attached to these minutes.

It was declared that a Quorum of Commissioners were present and due notice of the meeting had been posted in accordance with law.

DISCUSSION AND ACTIONS

1. **Call to Order.** The meeting was called to order at 12:22 p.m. by Dan Gubler, acting as Chairman who confirmed that a quorum of Commissioners was present.
2. **Approval of Minutes.** Minutes of the regular meeting of Commissioners held on February 9, 2016, were reviewed. A minor typo was corrected. A motion to approve the minutes with the correction was made by Ralph Isom, seconded by Dave Long, and the same was approved by unanimous vote.
3. **Monthly Financial Report and Bill Authorization.** The summary of accounts payable dated March 8, 2016 as prepared and submitted by Accountant Terri Gazdik was reviewed. Following discussion and upon motion made by David Long, seconded by Ralph Isom and unanimously approved, the report was accepted and authorization for payments totaling \$41,040.55 was approved. A copy of the report is attached to these minutes.
4. **Reports by Dick Fowler.** Fire District Liaison, Dick Fowler, gave the following reports:
 - A. Dan Gubler indicated that Applications for Certificates of Title for the 1983 and 1989 tanker trucks had been sent using the District's EIN. Copies of the Applications are attached to these minutes.
 - B. Dick Fowler had the following documents: (1) a letter from The Hartwell Corporation indicating the request to add the 1989 Oshkosh Tanker Truck to the insurance policy had been forwarded to ICRMP, (2) Certificate of Liability Insurance for the York Station, and (3) for the York Station Interior Finishes: Invoice from Architect Keith Kennedy along with Construction Contract with C R Clark Construction, LLC, and Performance Bond. These documents are attached to these minutes.

- C. Dan Gubler reported on the upcoming delivery of a used truck from San Antonio.
- D. Mr. Gubler led a discussion and provided information regarding repairs and modifications to some of the District's trucks. Pumps on the trucks are new. Mr. Gubler wants the pumps to be electrically controlled rather than cable operated.
- E. Dick Fowler indicated the new Toyne pumper truck will be delivered by the end of April.
- F. Mr. Fowler reported on a recent straw stack fire, which is still smoldering. If farmers will help to tear apart the stack, sometimes a portion of the stack can be salvaged.
- G. Mr. Fowler also brought carpet samples for the York Station. A discussion ensued regarding a dark carpet color.

5. **City of Idaho Falls Report.** The City Fire Department Chief Dave Hanneman reported on the following:
 - A. The annual report was sent out electronically. Since then there have been a few changes to the report regarding promotions, so he will send out a revised report.
 - B. March's progress report was also sent out. It details residential engine calls and also dollar amounts lost and saved.
 - D. The Citizens Review Committee will be taking a look at each of the divisions, contractual agreements, standards, etc., and will report this summer to the City Council.
 - E. Demolition for the old building has already been bid out. They will solicit bids for the new Fire Station No. 1 soon.
 - F. There will be an Awards Ceremony this Thursday, March 10th, at the Civic Auditorium.
 - G. The Fire Department received their HEMTT fire truck.
 - H. Several of the new hires just graduated from the Fire Academy on March 2nd. They will have four more hires and will be sending them to the Academy in May.
 - I. They had a good training fire at a house near Iona and Hitt Roads. Some of the firefighters had helmet cams.
 - J. This Thursday and Friday, they will be meeting to discuss strategic planning for the next five years, such as when they will be moving into the District's buildings.
 - K. Deputy Chief Dave Coffey reported that Station No. 2's doors were replaced. It was cheaper to buy the entire door rather than just one replacement panel. There was also a discussion regarding the floor water heating system and fixes to it.
 - L. Chief Hanneman reported that Station No. 5 was only built to sleep four firefighters, but they have budgeted to remodel an office to add more sleeping space.
6. **County Report.** Steve Serr reported that they just had the ground breaking for the new Volvo building.
7. **Idaho Falls City Council Report.** City Council Member Ed Marohn reported that the Blue Angels will be coming to Idaho Falls for air shows on July 22 & 23, 2017. Chief Hanneman said they will be planning for a worst case scenario.
8. **Discussion Regarding Negotiations of Contract.** The group discussed the possible methodology for annual contract negotiations between the Fire District and the City relating to the fire service agreement. Chief Hanneman discussed COLA's and negotiations with the Union, possible cost sharing of the new station as the City has annexed nearly down to it, and other possible methodologies. It is possible they could negotiate a cap on the COLA. Health insurance premium increases were discussed.

Chief Hanneman also said that they are setting a two-year limit for firefighters to get their certifications for firefighter, driver and officer positions. Failure to do so will result in retirement or demotion.

9. **Adjournment.** There being no further business to come before the Board of Commissioners at the meeting a motion was made to adjourn and approved unanimously at 1:40 p.m.

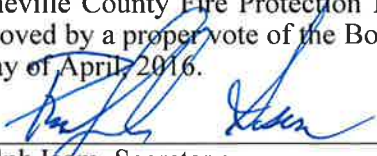
Approved this 12th day of April, 2016.


Assistant Secretary, Douglas R. Nelson


Approved by Acting Board Chairman

ATTEST:

The undersigned, as Secretary of the Bonneville County Fire Protection District No. 1, hereby attests that the foregoing minutes were approved by a proper vote of the Board of Commissioners of the Fire Protection District on the 12th day of April, 2016.


Ralph Isom, Secretary

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

NOTICE AND AGENDA FOR MONTHLY MEETING

March 8, 2016

Notice is hereby given that the Bonneville County Fire Protection District No. 1 ("Fire District") will hold its regularly scheduled monthly meeting on Tuesday, March 8, 2016 at the hour of 12:00 o'clock p.m. to be held in the large upstairs conference room at Nelson Hall Parry Tucker, P.A., located at 490 Memorial Drive, Idaho Falls, Idaho 83402. The Commissioners of the Fire District will take up the following agenda during the meeting:

1. Call to Order and Roll Call (Chairman)
2. Review and approve minutes of the February 9, 2016 regular monthly meeting.
3. Review and action on February, 2016 monthly bills and financial statement (Terri Gazdik)
4. District Liaison Report on pending matters, including the status of the interior build out on the two new fire stations and equipment needs.
5. Report from Idaho Falls Fire Chief
6. Comments or reports from Bonneville County and City of Ammon
7. Discussion regarding timetable, methodology and information exchange for conducting negotiations toward a new fire service contract between the District and the City of Idaho Falls.
- 8.. Recess/Adjournment

Bonneville County Fire Protection District No. 1, Ralph Isom, Dan Gubler, and Dave Long, Commissioners.

Bonneville County Fire Protection District #1
Summary of Accounts Payable
March 8, 2016

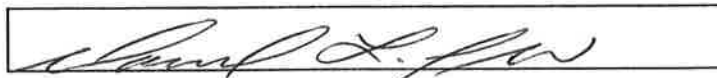
Vendor	Purchase	Invoice Date	Due Date	Invoice Amount	Discount Available	Net Amt Due
Dick Fowler	February consulting	03/01/16	Upon receipt	850.00		850.00
Nelson Hall Parry Tucker PA	February legal	02/29/16	Upon receipt	2,300.90		2,300.90
Cooper Norman	February accounting	02/29/16	Upon receipt	848.75		848.75
Century Link	208-524-9124 208-525-4800	02/10/16 02/28/16	pd online pd online	95.30 68.52		95.30 68.52
Card Service	Copper Rill	02/10/16	pd online	573.82		573.82
CableOne	2/23-3/22 billing	02/23/16	pd online	78.48		78.48
CR Clark Construction	2/25/2016	02/25/16	Upon receipt	35,844.45		35,844.45
Intermountain Gas	S 55th W E 65th S	02/04/16 02/05/16	Upon receipt Upon receipt	155.02		0.00 155.02
Rocky Mountain Power	2/ 23 billing	02/23/16	pd online	225.31		225.31
Total				41,040.55		41,040.55

Financial Institution

	Amount	Current Interest Rate
Idaho Central Credit Union Matures 2/21/17	254,449.32	0.349%
Key Bank CD Matures 8/10/16	254,621.67	1.00%
Mountain America Federal Credit Union matures 3/12/2019	260,016.49	2.200%
Westmark matures 1/31/17	255,708.30	1.25%
Citizens Community Bank matures 3/24/16	251,236.59	0.98%
Connections CU matures 9/24/16	251,731.91	1.00%
ISU CU matures 4/23/16	250,639.36	0.30%
Scenic Falls - Other Accts.	33.38	0.178%
Scenic Falls CD matures 11/21/16	251,125.77	1.244%
Bank of Commerce Matures 8/18/16	269,777.11	0.50%
Idaho Central Credit Union Savings	25.00	
Mountain America Federal Credit Union	25.00	
Westmark Savings	25.08	
ISU Credit Union	22.85	0.01%
Zions Bank	86,527.91	0.15%
Bank of Commerce	24,535.22	
Bank of Commerce	915,158.12	0.08%
TOTAL	3,325,659.08	

Fiscal year 2015/2016 City of Idaho Falls payments		
Due		
October	X	399,093.75
January	x	399,093.75
April		399,093.75
July		399,093.75
Total		1,596,375.00

Authorization to pay bills



8:26 AM

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1**Profit & Loss Budget vs. Actual**

October 2015 through February 2016

03/08/16

Accrual Basis

	Oct '15 - Feb 16	Budget	\$ Over Budget	% of Budget
Income				
430.00 · Proceeds from Sale of Assets	5,000.00			
400.0 · Tax Revenues	1,436,712.68	1,372,000.00	64,712.68	104.7%
410.00 · Interest Income	8,133.53	7,510.00	623.53	108.3%
Total Income	1,449,846.21	1,379,510.00	70,336.21	105.1%
Expense				
542.00 · Equipment Rent	6,586.13	208.31	6,377.82	3,161.7%
500.00 · Advertising	0.00	208.31	-208.31	0.0%
505.00 · Auto	212.13	0.00	212.13	100.0%
510.00 · Bank Charges	2.00	41.69	-39.69	4.8%
520.00 · Capital Outlay	72,025.90	200,000.00	-127,974.10	36.0%
535.00 · Dues & Subscriptions	1,000.00	1,000.00	0.00	100.0%
569.00 · Accounting Costs	5,840.71	6,666.69	-825.98	87.6%
570.00 · Legal Costs	15,114.57	14,583.31	531.26	103.6%
571.00 · Consulting Services - Website	0.00	416.69	-416.69	0.0%
572.00 · Contract Services-Inspections	0.00	8,333.38	-8,333.38	0.0%
573.00 · Consulting	4,300.00	4,250.00	50.00	101.2%
574.00 · Contract Services-Machine Hire	0.00	625.00	-625.00	0.0%
575.00 · Maintenance/Operation #4	170.00	0.00	170.00	100.0%
585.00 · Office Expense	1,868.99	416.69	1,452.30	448.5%
615.00 · Repairs - Equipment	816.80	6,250.00	-5,433.20	13.1%
625.00 · Supplies	253.74	1,041.69	-787.95	24.4%
633.00 · Payroll Taxes	573.75	1,091.69	-517.94	52.6%
640.00 · Utilities	1,932.49	2,083.38	-150.89	92.8%
645.00 · Wages	7,500.00	7,500.00	0.00	100.0%
700.00 · Payments - City of Idaho Falls	798,187.50	798,187.50	0.00	100.0%
Total Expense	916,384.71	1,052,904.33	-136,519.62	87.0%
Net Income	533,461.50	326,605.67	206,855.83	163.3%

APPLICANT COPY



IDAHO TRANSPORTATION DEPARTMENT
Vehicle Services, Titles • P.O. Box 7129
Boise ID 83707-1129

(208) 334-8663
dmv.idaho.gov

APPLICATION FOR CERTIFICATE OF TITLE

ITD-3339 (Rev. 12-10)

APPLICANT SIGNATURE	I, the undersigned, certify that the vehicle/vessel described below is owned by me, and this vehicle/vessel will not be the subject of lien prior to receipt of the title unless indicated below. I further certify under penalty of law that all information contained herein is true and correct to the best of my knowledge and belief (I.C. 49-518). I hereby make application for a certificate of title for said vehicle/vessel, and authorize the new title to be issued in the name(s) shown in section 2. If I am applying for a duplicate title, it is because the original has been lost unless otherwise indicated:	
	The signature below is my true and legal signature. <div style="float: right;"> <input type="checkbox"/> Illegible <input type="checkbox"/> Mutilated. (Please Attach). </div>	
x _____ x _____		Daytime Phone# _____

THIS IS NOT A CERTIFICATE OF TITLE

Receipt: 16DJ002467

Type of Application										2016 03 03										10 0 0 07										
TRANSFER-OUT OF STATE -- GOVERNMENT VEHICLE																														
SECTION 1 VEHICLE / VESSEL DESCRIPTION	Title Number 166005417				Vehicle / Hull Identification Number 10T2K1J23D1021803						SECTION 4 AGENCY AND SALES TAX INFORMATION	Dealer Number				Seller's Permit Number 60033S				Agency Type COUNTY										
	Previous Receipt				Vehicle / Hull Identification Number							Tax Exemption EXEMPT AGENCY				Purchase Date 03/03/16														
	Year 1983		Make OSHK		Body Type TANKER			Model TK				GROSS SALES PRICE				0.00														
	Description M978				Color Top / Bottom TAN			Fuel Type GASOLINE				TRADE-IN ALLOWANCE				0.00														
	Weight 000000		Length		Width		Hull		Horsepower			Propulsion		NET SALES PRICE				0.00												
	Odometer Reading 0000000				Odometer Status EXEMPT			Odometer Reading Date / /				TAX PREPAID				0.00														
	Previous State FD				Previous State Brand			Previous State Title Number SZS6019002				TAX DUE				0.00														
	Trade In				Year		Make		Body			Model																		
SECTION 2 PURCHASER-OWNER	Purchaser - Owner Name and Address BONNEVILLE COUNTY FIRE -- DISTRICT #1 605 N CAPITAL AVE 83402 PO BOX 51330 IDAHO FALLS ID 83405-0000										Other Tax Information										Agency Name BONNEVILLE COUNTY ASSESSOR									
											I certify that I have <u>PHYSICALLY INSPECTED</u> the vehicle/vessel described in section 1, unless the following statement has been checked. I further certify that the VIN/HIN and date of this application are correct, and I have witnessed the signature(s) of the person(s) signing this application.										Dealer Control #									
											<input type="checkbox"/> I DID NOT INSPECT THE VEHICLE/VESSEL. Authorized Signature x _____																			
SECTION 3 LIEN HOLDER	Primary Lien Holder NONE										Recorded Date 03/03/16										Recorded Time 15:04									
	Secondary Lien Holder																													
										TOTAL										0.00										

APPLICANT COPY



IDAHO TRANSPORTATION DEPARTMENT
Vehicle Services, Titles • P.O. Box 7129
Boise ID 83707-1129

(208) 334-8663
dmv.idaho.gov

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	The signature below is my true and legal signature. <div style="float: right;"> <input type="checkbox"/> Illegible <input type="checkbox"/> Mutilated. (Please Attach). </div>	
x _____ x _____		Daytime Phone# _____

THIS IS NOT A CERTIFICATE OF TITLE

Receipt: 16DJ002466

Type of Application										2016 03 03										10 0 0 07										
TRANSFER-OUT OF STATE -- GOVERNMENT VEHICLE																														
SECTION 1 VEHICLE / VESSEL DESCRIPTION	Title Number 166005416				Vehicle / Hull Identification Number 10T2K1J21K1038807						SECTION 4 AGENCY AND SALES TAX INFORMATION	Dealer Number				Seller's Permit Number 60033S				Agency Type COUNTY										
	Previous Receipt				Vehicle / Hull Identification Number							Tax Exemption EXEMPT AGENCY				Purchase Date 01/20/16														
	Year 1989		Make OSHK		Body Type TANKER			Model TK				GROSS SALES PRICE				0.00														
	Description				Color Top / Bottom CAM			Fuel Type DIESEL				TRADE-IN ALLOWANCE				0.00														
	Weight 000000		Length		Width		Hull		Horsepower			Propulsion		NET SALES PRICE				0.00												
	Odometer Reading 0000000				Odometer Status EXEMPT			Odometer Reading Date / /				TAX PREPAID				0.00														
	Previous State FD				Previous State Brand			Previous State Title Number SZPA01516				TAX DUE				0.00														
	Trade In				Year		Make		Body			Model																		
SECTION 2 PURCHASER- OWNER	Purchaser - Owner Name and Address BONNEVILLE COUNTY FIRE -- DISTRICT #1 605 N CAPITAL AVE 83402 PO BOX 51330 IDAHO FALLS ID 83405-0000										Other Tax Information																			
											Agency Name BONNEVILLE COUNTY ASSESSOR																			
											I certify that I have <u>PHYSICALLY INSPECTED</u> the vehicle/vessel described in section 1, unless the following statement has been checked. I further certify that the VIN/HIN and date of this application are correct, and I have witnessed the signature(s) of the person(s) signing this application. <input type="checkbox"/> I DID NOT INSPECT THE VEHICLE/VESSEL.																			
SECTION 3 LIEN HOLDER	Primary Lien Holder NONE										Recorded Date 03/03/16										Recorded Time 15:02									
	Secondary Lien Holder																													
										Fees Paid										TOTAL 0.00										



Bonds ■ Benefits ■ Insurance ■ Risk Management

AN EMPLOYEE-OWNED COMPANY

1084 N. Skyline Drive 83402

P.O. Box 51019

Idaho Falls, ID 83405-1019

208-522-5656

FAX 208-524-5721

www.thehartwellcorp.com

March 3, 2016

Bonneville County Fire District #1
PO Box 51330
Idaho Falls ID 83405

Regarding: Commercial Package/ POLICY # 35A08169100115

Dear Dan:

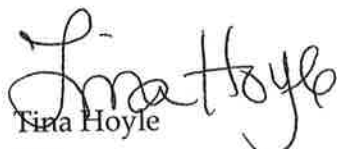
This confirms the following changes to your policy that you requested effective 3/3/2016.

- Add 1989 Oshkosh Tanker Truck, #8807, value \$200,000

We have forwarded your request to ICRMP. They are processing this change and you should receive it shortly.

Please let me know if you have any questions, concerns or further changes to be made. We appreciate your business and thank you for insuring with The Hartwell Corporation.

Sincerely,


Tina Hoyle
CSR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Post Insurance Services, Inc. 2717 W. Bannock St. P.O. Box 8447 Boise ID 83707		CONTACT NAME: Shannon McConnell PHONE (A/C No. Ext): (208) 336-5600 FAX (A/C No.): (208) 344-0651 E-MAIL ADDRESS: smcconnell@postins.com	
INSURED CR Clark Construction LLC 1173 E 1400 N Shelley ID 83274		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Regional Specialty Ins INSURER B: Owners Insurance INSURER C: Idaho State Insurance Fund INSURER D: Auto-Owner's Insurance Co. INSURER E: INSURER F:	
		NAIC # 18988	

COVERAGES

CERTIFICATE NUMBER: 15-16 CERTS

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	CGL 0060842-22	2/26/2015	2/26/2016	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> BR807G AI, P/CO						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> BR609G WOS						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO			49-732818-00	2/26/2015	2/26/2016	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		644256	2/26/2015	2/26/2016	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased/Rented Equipment			57732818-15	2/26/2015	2/26/2016	\$20,000 \$500 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: York Station Interior Finishes

CERTIFICATE HOLDER**CANCELLATION**

Bonneville County Fire District No.1
PO Box 51330
Idaho Falls, ID 83405

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shannon McConnell/ST

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - AUTOMATIC STATUS WHEN
REQUIRED IN CONTRACT OR AGREEMENT**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only when you and that person or organization have agreed to such waiver in writing in a contract or agreement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -
PRIMARY AND NONCONTRIBUTORY – AUTOMATIC STATUS WHEN
REQUIRED IN CONTRACT OR AGREEMENT
(Including Completed Operations)**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Date:

- A. Section II – Who Is An Insured is amended** to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
 2. "Your work" and included in the "products-completed operations hazard".
- But only for:
1. Limits of insurance specified in such written contract or agreement, but in no event for limits of insurance in excess of the applicable limits of insurance of this policy; and
 2. "Occurrences" or coverages not otherwise excluded in the policy to which this endorsement applies.
- B. Status as an additional insured for the person or organization to which this endorsement applies commences during the policy period and after such written contract or agreement has been executed.**
- C. The following is added to 4.a. of Other Insurance of Section IV – Commercial General Liability Conditions:**
- If required in a written contract, your policy is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured.
- D. With respect to the insurance afforded to the additional insured, the following exclusion applies:**
- This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" that was completed by or on behalf of any insured prior to the date shown in the Schedule.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Post Insurance Services, Inc. 2717 W. Bannock St. P.O. Box 8447 Boise ID 83707	CONTACT NAME: Shannon McConnell	
	PHONE (A/C No. Ext): (208) 336-5600	FAX (A/C No.): (208) 344-0651
INSURED CR Clark Construction LLC 1173 E 1400 N Shelley ID 83274	E-MAIL ADDRESS: smcconnell@postins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Berkley Regional Specialty Ins	
	INSURER B: Owners Insurance	
	INSURER C: Idaho State Insurance Fund	
	INSURER D: Auto-Owner's Insurance Co.	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 15-16 CERTS

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	CGL 0060842-22	2/26/2015	2/26/2016	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> BR807G AI, P/CO						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> BR609G WOS						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO			49-732818-00	2/26/2015	2/26/2016	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	644256	2/26/2015	2/26/2016	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased/Rented Equipment			57732818-15	2/26/2015	2/26/2016	\$20,000 \$500 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: York Station Interior Finishes

CERTIFICATE HOLDER

CANCELLATION

Bonneville County Fire District No.1
PO Box 51330
Idaho Falls, ID 83405

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shannon McConnell/ST

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - AUTOMATIC STATUS WHEN
REQUIRED IN CONTRACT OR AGREEMENT**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only when you and that person or organization have agreed to such waiver in writing in a contract or agreement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -
PRIMARY AND NONCONTRIBUTORY – AUTOMATIC STATUS WHEN
REQUIRED IN CONTRACT OR AGREEMENT
(Including Completed Operations)**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Date:

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
2. "Your work" and included in the "products-completed operations hazard".

But only for:

1. Limits of insurance specified in such written contract or agreement, but in no event for limits of insurance in excess of the applicable limits of insurance of this policy; and
2. "Occurrences" or coverages not otherwise excluded in the policy to which this endorsement applies.

B. Status as an additional insured for the person or organization to which this endorsement applies commences during the policy period and after such written contract or agreement has been executed.

C. The following is added to 4.a. of Other Insurance of Section IV – Commercial General Liability Conditions:

If required in a written contract, your policy is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured.

D. With respect to the insurance afforded to the additional insured, the following exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" that was completed by or on behalf of any insured prior to the date shown in the Schedule.

All other terms and conditions of this policy remain unchanged.

January 29, 2016

INVOICE

Bonneville County Fire District No.1
P. O. Box 51330
Idaho Falls, ID 83405

For architectural services in connection with Interior Finishes at York
and Faust Stations through bidding stage:

Construction cost \$297,909.00 x 5% architectural fee . . .	\$14,895.45
Structural engineer	\$ 1,450.00
Mechanical engineer	\$ 2,400.00
Electrical engineer	\$ 1,500.00
	\$20,245.45
Balance due at 80% completion	\$16,196.36

Dick,

DAN DIDN'T TAKE
HIS COPY OF THE
CONTRACT OR
THE BONDS AND
INSURANCE WITH
HIM.

KK .

CONSTRUCTION AGREEMENT

York Station Interior Finishes
Bonneville County Fire District No. 1

THIS AGREEMENT, made and entered into this 5th day of February, 2016, by C R Clark Construction, LLC at 1173 E., 1400 N., Shelley, ID 83274 hereinafter referred to as the "Contractor", and Bonneville County Fire District No. 1, P. O. Box 51330, Idaho Falls, ID 83405 hereinafter referred to as the "Owner". The Owner's representative shall be Keith T. Kennedy, Architect, 381 Shoup Ave., Idaho Falls, ID 83402.

WITNESSETH: That for and in consideration of the mutual agreements and covenants herein set forth, it is hereby stipulated, promised and agreed by and between the parties hereto as follows:

I.

The Contractor agrees to provide all materials and perform all services and work in connection with the interior finishes for living quarters at York Station, 370 E., 65 S., Idaho Falls, Idaho 83404, including Alternate No. 1, as shown by and in strict accordance with the Drawings, consisting of Sheets G1, A1, A2, S1, S2, M1, M2, M3, P1, E1, E2, E3, E4, and E5, Addenda Nos. 1 and 2, the Bid Form, and any amendments thereto, all of which Plans, instruments and documents as enumerated are now on file in the office of the Owner, and each and all of which are identified by the signature of the parties hereto, and are hereby referred to and made a part hereof as fully as though set forth at length herein, and said Contractor will do all things required and specified in this contract, as enumerated, to the satisfaction of and under the observation of the Architect.

II.

It is further expressly agreed that the Contractor shall procure, maintain and pay for adequate public liability insurance, Builder's Risk, and adequate Workman's Compensation insurance. All Subcontractors shall provide Workman's Compensation and a general liability policy to the Contractor who will forward to the Owner documents evidencing all of the above mentioned insurance to be approved by and filed with the Owner, but without any liability therefor. Said insurance shall be in full force and effect before the performance of this Contract is initiated on the part of said Contractor.

III.

The Owner agrees to pay to the Contractor for the performance of this Contract a total

contract price of Two Hundred Ninety-Seven Thousand, Nine Hundred Nine dollars, (\$297,909.00). Monthly progress payments shall represent ninety-five percent (95%) of the actual value of the work done and materials and equipment furnished and/or suitably stored at the job site or other approved locations, up to the last day of each payment period. In making such partial (monthly) payments, there shall be retained five percent (5%) on each payment amount until final completion and acceptance of all work covered by the Contract. The Contractor shall not withhold from a subcontractor or supplier more than the percentage withheld from a payment certificate for his portion of the work. The Contractor shall complete the work within 180 consecutive calendar days from the Notice to Proceed. The Contractor agrees to furnish labor, materials, plant, equipment, etc., necessary to complete the work by the above stated dates and to accept the conditions for liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day.

GENERAL CONTRACTOR

Public Work License No.:017831-A-3

PLUMBING CONTRACTOR

BINGHAM MECHANICAL, INC., Public Work License No.:PWC-C-10628-U-4

HVAC CONTRACTOR

CONAN HEATING, Public Work License No.:004979-B-4

ELECTRICAL CONTRACTOR

ARCO ELECTRIC, Public Work License No.:PWC-C-11698-U-4

IN WITNESSETH WHEREOF, the above bound parties have executed this instrument this 5th day of February, 2016.

By (Print or Type) Chris Clark

(Signature) Chris Clark

General Contractor

Date: 2/5/16

By (Print or Type) DANIEL L. Gubler

(Signature) Daniel L. Gubler

Bonneville County Fire District No. 1

Date: 2/5/16

KEITH T. KENNEDY, ARCHITECT

381 SHOUP AVE., SUITE 215, IDAHO FALLS, ID. TELEPHONE/FAX: 208-522-4151
www.kennedyarchitect.com

January 13, 2016

York Station Interior Finishes Addendum No. 1

The following clarifications and modifications in connection with plans and specifications are herewith submitted. In case of any conflict between the drawings, the specifications, and/or this addendum, this addendum shall govern.

1. Bids shall be presented using the attached Bid Form.
2. A Bid Bond will be required in the amount of the Base Bid plus Alternate No. 1.
3. The General Contractor shall purchase the Builder's Risk Insurance for 100% of the project value.
4. The Payment Bond and the Performance Bond shall be in the amount of 100% of the value of the Contract.
5. The General Contractor and/or his subcontractors shall be responsible for securing and paying for the general building permit and all other required fees and permits.
6. The Room Finish Schedule has two entries for the Utility room. Finish as noted on the floor plan.
7. The interior window at Entry shall be 3'-6" x 4'-0" vinyl slider with single pane tempered glass
8. Gypsum board ceilings, where not under structural attic floor joists, may be supported with USG Drywall Suspension System or equivalent at Contractor's option.
9. Change Door No. 4 to type 'A'
10. Add vertical hat channels at 16" o.c. to exterior walls not shown to be furred out with 6" studs.
11. Contractor shall have option to provide painted hollow metal doors and frames where wood doors and trim are specified.
12. Box around exposed metal building columns to elevation 108'-0" in Office and Sleeping Quarters with metal studs and 5/8" drywall. Metal studs only are required for Alternate No. 1.
13. Plywood floor sheathing for Alternate No. 1 shall be the same as that specified for York Station.
14. On Sheet S-2 change drywall shown in Shear Wall Schedule from 1/2" to 5/8" attached with No.6 1 1/4 inch Type S or W screws.
15. Omit CO detector shown in Closet.
16. The fans in Exercise shall be Westinghouse order no. 7812700 with controllers switched separately from each other and independent of the lights.
17. Install 3/4" conduit with (1)Cat. 5 Ethernet cable and (1)GE TL26530 telephone wire from each data/phone device to mechanical room.
18. Coordinate installation of services with Owner for TV/Cable, internet and telephone to mechanical room.

End of Addendum No. 1

KEITH T. KENNEDY, ARCHITECT

381 SHOUP AVE., SUITE 215, IDAHO FALLS, ID. TELEPHONE/FAX: 208-522-4151
www.kennedyarchitect.com

January 15, 2016

York Station Interior Finishes Addendum No. 2

The following clarifications and modifications in connection with plans and specifications are herewith submitted. In case of any conflict between the drawings, the specifications, and/or this addendum, this addendum shall govern.

1. The Bid Bond required by Addendum No.1 shall be in the amount of 5% of the Base Bid plus Alternate No. 1, not 100%.
2. The appliances listed shall be:
 - Range GE JB700DJBB
 - Fridge Whirlpool WRB322DMBB has ice maker
 - Micro/Hood Samsung ME18H704SFB
 - Dishwasher Whirlpool WDF520PADB
 - Washer Maytag MVWX655DW
 - Dryer Maytag Electric MEDX6STBW
3. The only work related to the emergency generator is the transfer switch. All other work is future work and not a part of this project.
4. Corbin Russwin and Norton are approved hardware manufacturers.
5. No fire sprinklers are included in this project.

End of Addendum No. 2

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond# 2207164

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
CR Clark Construction, LLC
1173 E. 1400 N.
Shelley, ID 83274

SURETY (Name and Principal Place of Business):
North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

OWNER (Name and Address):
Bonneville County Fire District No. 1
P.O. Box 51330
Idaho Falls, ID. 83405

CONSTRUCTION CONTRACT
Date: January 29, 2016
Amount: \$297,909.00
Description (Name and Location): York Station Interior Finishes

BOND

Date (Not earlier than Construction Contract Date): January 29, 2016

Amount: \$297,909.00

Modifications to this Bond:

X None


See Page 3

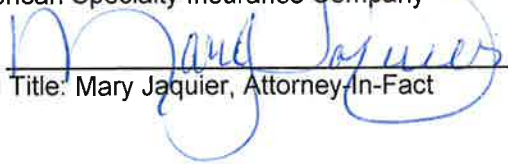
CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

CR Clark Construction, LLC

North American Specialty Insurance Company

Signature: 
Name and Title:

Signature: 
Name and Title: Mary Jaquier, Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer
or other party):

Post Insurance
P.O. Box 8447
Boise, ID 83707

Keith T Kennedy, Architect
381 Shoup Ave.
Idaho Falls, ID. 83402

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond# 2207164

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

CR Clark Construction, LLC
1173 E. 1400 N.
Shelley, ID 83274

SURETY (Name and Principal Place of Business):

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

OWNER (Name and Address):

Bonneville County Fire District No. 1
P.O. Box 51330
Idaho Falls, ID. 83405

CONSTRUCTION CONTRACT

Date: January 29, 2016

Amount: \$ 297,909.00

Description (Name and Location): York Station Interior Finishes

BOND

Date (Not earlier than Construction Contract Date): January 29, 2016

Amount: \$ 297,909.00

Modifications to this Bond:

☐ None

☒ See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

CR Clark Construction, LLC

North American Specialty Insurance Company

Signature: 
Name and Title:

Signature: 
Name and Title: Mary Jaquier, Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Post Insurance
P.O. Box 8447
Boise, ID 83702

OWNER'S REPRESENTATIVE (Architect, Engineer
or other party):

Keith T Kennedy, Architect
381 Shoup Ave.
Idaho Falls, ID. 83402

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used

in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 of this Bond is deleted in its entirety and replaced with the following provision:

When the claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, but not more than 120 days, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including but not limited to, lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable time, but not more than 120 days, payor make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge of its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety defenses to or right to dispute such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

NAS SURETY GROUP

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY**

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

TERRY S. ROBB, WILLIAM F. POST,

and MARY JAQUIER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of September, 2015.

**North American Specialty Insurance Company
Washington International Insurance Company**

State of Illinois
County of Cook

SS:

On this 22nd day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29 day of January, 2016.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company