

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, May 17, 2021

7:00 PM

**Council Chambers
206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. Due to the continued presence of COVID-19 cases in our area, the meeting is open to the public, but is subject to social distancing protocols and masks will be required of attendees. If you do not have a mask, a disposable mask will be provided. The number of attendees at any one time may be limited due to the City of Moscow Amended Public Health Emergency Order 20-03. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us). Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

PROCLAMATION - MEMORIAL DAY

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council ~~April 19~~ May 3, 2021 Minutes - Laurie M. Hopkins

B. Disbursement Report for April 2021 - Sarah Banks

Staff presented the April 2021 Accounts Payable Report to Public Works / Finance Committee on May 10, 2021. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of April 2021.

C. Almon Asbury Alley Paving Bid Results and Contract Award - Bob Buvel

The Almon Asbury Alley Paving Project consists of grading and paving of the alley between Almon Street and Asbury Street from Third Street to Sixth Street. The project also includes the replacement of the existing sanitary sewer main prior to paving and expansion of storm water collection and conveyance system serving the alley. The City published an advertisement for bids on April 3rd and 10th, 2021 and the budget for construction in the Capital Improvement Plan is \$293,000.00. Bids were opened on Tuesday, April 27, 2021. One responsive bid was received with a bid of \$371,223.20 by J7 Contracting. A complete Bid Tabulation is included in the Council packet. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and the Committee recommended rejection of the bids.

ACTION: Reject all bids.

D. Third Street Undergrounding Bid Results and Contract Award - Nate Suhr

On April 17, 2021 the City of Moscow advertised for bid the Third Street Utility Undergrounding Project. This project consists of the installation of approximately 3,300 linear

feet of 2" conduit, 4,460 linear feet of 4" conduit, 11 vault boxes and the various sweeps, couplings, and other fittings necessary to create a continuous, underground pathway for communications utilities on Third Street between Jackson Street and Lieouallen Street. Completion of this project will allow the undergrounding of the overhead utilities and the removal of the utility poles on the corridor between Jackson Street and Lieouallen Street, removing obstructions and clearing the area for pedestrian facilities to come as part of the Third Street Local Highway Safety Improvement Project (LHSIP) that will begin construction later in the year. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

ACTION: Accept the Base Bid and Additional Alternative from M & L Construction, Inc., award the contract in the amount of \$270,653.00, and authorize staff approval for construction change orders in an amount not to exceed 10% (\$27,065.30) of the contract amount.

E. Remand Decision Regarding the Appeal of Conditional Use Permit at 1400 E Seventh Street – Aimee Hennrich

On February 19, 2021, PI Tower Development LLC applied for a Conditional Use Permit (CUP) to construct an 80' Wireless Communication Facility (WCF) that would accommodate three carriers within a fully enclosed 800 sf lease area and would resemble a church tower, located at 1400 E Seventh Street. The Board of Adjustment conducted a public hearing for the proposed conditional use on March 29, 2021, and subsequently voted to deny the CUP application. On April 16, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they wished to appeal the Board of Adjustment's decision to City Council. On May 3, 2021, City Council considered the appeal during a public meeting and remanded the matter to the Zoning Board of Adjustment and directed staff to prepare a written decision based on the Council's action. The written decision was reviewed by the Administrative Committee on May 10, 2021 and recommended for approval.

ACTION: Approve the written decision.

F. Ghormley Pickleball Courts Project Bid Results and Contract Award - Nate Suhr

The 2021 Ghormley Pickleball Courts Project consists of the construction of HMA asphalt pickleball courts, including lighting, net post footings, surfacing, line painting, the construction of sidewalk, site amenities and landscape site work north of the Ghormley Park parking lot. An electronic bid solicitation for the Pickleball Court Project was issued in a Public bid solicitation on April 16, giving bidders two weeks to respond. The project was advertised with a Base Bid to install four (4) Pickleball courts to the West of the Ghormley Park bathrooms and a single Additional Alternative to remove a majority of the old tennis court to the South of the Softball fields and restore the area with topsoil and seed. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

ACTION: Accept the Base Bid from Motley-Motley, Inc. and award the contract in the amount of \$188,820.50, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$18,882.00).

G. Seventh to Sixth Street Sanitary Replacement Project Bid Results and Contract Award - Nate Suhr

The City published an advertisement for bids on April 17th, 2021 for Seventh to Sixth Street Sanitary Replacement Project. The bid for the project includes the replacement of three hundred and eighty-three (383) linear feet of sanitary sewer pipe, two hundred and sixty-nine (269) linear feet of storm sewer pipe, seven hundred and seven (707) square yards of asphalt, four (4) storm catch basins, a storm manhole, and a sanitary manhole. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

ACTION: Accept the low bid from Germer Construction, Inc. for Base Bid, award the contract in the amount of \$342,824.50, and authorize staff approval for construction change orders in an amount not to exceed 10% (\$34,282.45) of the contract amount.

H. Gateway on Sixth Monumentation Agreement - Todd Drage

James Stephens, on behalf of J & S Holding Company LLC, has submitted to the City a final plat for the development of the property east of Ghormley Park on Sixth Street. On September 8, 2020 The City Council approved the preliminary plat for this property. The final plat is titled Gateway on Sixth and will be presented for City Council approval on May 17th. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on May 10, 2021 and was recommended for approval.

ACTION: Approve the monumentation agreement with J & S Holding Company LLC for Gateway on Sixth.

REGULAR AGENDA

2. COVID-19 Update and Request for Direction (ACTION ITEM) - Gary J. Riedner

On December 7, 2020, the City Council adopted Resolution 2020-27, extending the Mayor's Amended Public Health Emergency Order 20-03 (APHEO 20-03), to June 9, 2021, and adopting metrics to consider in making decisions regarding early termination of APHEO 20-03. At the time the Center for Disease Control (CDC) recommended that persons maintain at least 6 feet of social distance and facial coverings to prevent the spread of the COVID-19 virus, and Idaho Governor Brad Little had designated that Idaho was in a modified Stage 2 of the Idaho Rebounds Plan. City Council has been monitoring the status of the City of Moscow and Latah County, as well as the state of Idaho regarding the pandemic. On April 27, 2021, the CDC issued revised recommendations stating that fully vaccinated persons may engage in outdoor activities without facial coverings. On May 11, 2021, Governor Little moved the state of Idaho from Stage 3 to Stage 4 of the Idaho Rebounds Plan. On May 13, the CDC again revised its recommendations to state that fully vaccinated people may engage in both outdoor and indoor activities without facial coverings or staying 6 feet apart. Public Health-Idaho North Central District (PHINCD) has indicated that approximately 46% of Latah County residents are vaccinated. The seven-day moving average of newly diagnosed COVID-19 cases in Latah County has been averaging between 4-4.6. Washington State University has recessed to summer break, and the University of Idaho will do the same after graduations on May 15-16, 2021. Staff will provide an updated COVID-19 status report to Council, and has included a draft Resolution should City Council wish to take some action regarding termination of APHEO 20-03.

PROPOSED ACTIONS: Receive COVID-19 status report update and consider the draft resolution, or provide staff further direction.

3. Staff Recognition Report - Gary J. Riedner

4. Mayors Appointments (ACTION ITEM)

5. Public Comment and Mayor's Response Period (limit 15 minutes)

6. Public Hearing: Harvest Hills Planned Unit Development and Replat of Lot 1, Block 1 of Harvest Hills 1st Addition (ACTION ITEM) - Mike Ray

The applicant, Phil Rheingans, is proposing a Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twin-home parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1)

Neighborhood Business (NB) parcel of 17,905 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD. The Planning and Zoning Commission conducted a public hearing for this matter on April 28, 2021 and recommended approval of the proposed PUD with no conditions and recommended approval of the preliminary plat with two (2) conditions.

PROPOSED ACTIONS:

After conducting the public hearing and upon consideration of testimony received:

1. Approve the PUD for Harvest Hills; or approve the PUD with conditions; or reject the PUD; or take other such action deemed appropriate.
2. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria and Standards; or direct Staff to prepare a Reasoned Statement of Relevant Criteria and Standards for the Council's consideration at a future meeting.
3. Approve the preliminary plat with the two (2) conditions recommended by the Planning and Zoning Commission; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other such action deemed appropriate.
4. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

7. Public Hearing: Harvest Hills 2nd Addition Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Phil Rheingans, is proposing to subdivide a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition. The Planning and Zoning Commission conducted a public hearing for this matter on April 28, 2021 and recommended approval of the proposed preliminary plat with no conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat; or approve the preliminary plat with conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

8. Gateway on Sixth Development Agreement (ACTION ITEM) - Todd Drage

James Stephens, on behalf of J & S Holding Company LLC, has submitted to the City a final plat for the development of the property East of Ghormley Park on Sixth Street. On September 8, 2020 The City Council approved the preliminary plat for this property. The final plat is titled Gateway on Sixth and will be presented for City Council approval on May 17th. If the final plat is approved by City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items.

Item was reviewed by the Public Works Finance Committee on 5/10/2021 and was forwarded to the City Council as a regular agenda item with no recommendation.

PROPOSED ACTIONS: Approve the Development Agreement with J & S Holding LLC for Gateway on Sixth, or take such other action deemed appropriate.

9. University Gateway on Sixth Final Planned Unit Development and Final Plat (ACTION ITEM) - Mike Ray

On September 8, 2020, Moscow City Council approved the University Gateway on Sixth Addition rezone and preliminary Planned Unit Development (PUD) with no conditions, and approved the preliminary plat with three conditions. On April 9, 2021 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City

Council. The Planning and Zoning Commission reviewed the final subdivision plat and final PUD at their meeting on April 28, 2021 and recommend approval to City Council.

PROPOSED ACTIONS: Approve the University Gateway on Sixth Final PUD and Final Plat; or take such other action deemed appropriate.

10. BBC LLC Developer Participation Request (ACTION ITEM) - Bill Belknap

On April 8th of this year, City Staff received a request from Rich Beebe, representative of BBC LLC, owner of 232 acres located to the south of the City's playfield property located on W. Palouse River Drive, requesting the City's financial participation in the construction of the extension of Conestoga Street and the accompanying bridge construction as it provides mutual benefit to both parties. The total cost of the construction of the roadway, bridge and attendant utilities to the southerly boundary of the City's property is estimated at \$2,372,062. At the City Council meeting of May 3, 2021, staff presented information on the history of the City's property and prior proposed playfield development of the property to be considered in the Council's deliberations regarding the City's participation in the costs of extension of Conestoga Street. Council directed staff to negotiate an agreement with BBC LLC for further City Council consideration. A draft Memorandum of Agreement is attached.

PROPOSED ACTIONS: Review draft Memorandum of Agreement and recommend approval, or provide staff further direction.

11. Consideration of Mayor and City Council Salary Adjustments (ACTION ITEM) - Jen Pfiffner

Per City of Moscow Code Title 1, Chapter 8 according to Idaho Code, § 50-203: "The salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index (CPI) as published by the United States Department of Labor. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments."

The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months: January 1, 2019 to December 31, 2020. The reported CPI values were 2.1% and 2.4% for 2019 and 2020, respectively. Proposed increases to monthly salaries would be effective January 1, 2022, and are as follows:

Mayor - From \$2028.50 per month to \$2,119.78 per month

Council - From \$703.28 per month to \$734.93 per month

PROPOSED ACTIONS: Approve the Ordinance making salary adjustments for Mayor and City Council effective January 1, 2022 under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.

MEMORIAL DAY PROCLAMATION

WHEREAS, Memorial Day-originally called Decoration Day-is a day of remembrance for those who died in our Nation's service; and

WHEREAS, Memorial Day was initially proclaimed on May 5, 1868 by General John Logan, National Commander of the Grand Army of the Republic, in his General Order No. 11; and

WHEREAS, Memorial Day was first observed on May 30, 1868, when flowers were placed on the graves of Union and Confederate soldiers at Arlington National Cemetery; and

WHEREAS, our predecessors fought in wars so that future generations would have freedom; and

WHEREAS, they helped shape the society that we know today, including our political, economic, military, and social systems; advancements in science and technology; and cultural traditions that enrich our heritage; and

WHEREAS, it is important on Memorial Day to reflect on whole-life memories of military personnel who fought and died for our country, to preserve the rights guaranteed under the U.S. Constitution and to keep our Nation strong; and

WHEREAS, Memorial Day gives us the opportunity to renew our patriotism, and to articulate our common desire to live in freedom and seek peace, so that our Nation's veterans will not have died in vain.

NOW, THEREFORE, I, Bill Lambert, Mayor for the City of Moscow, Idaho, do hereby recognize May 31, 2021, as

MEMORIAL DAY

in the City, and I urge all citizens to honor those who have died in service to our country.

DATED this 17th day of May, 2021



Bill Lambert, Mayor

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 3, 2021

7:00 PM

**Council Chambers
206 E. Third St.**

The meeting was called to order at 7:00 p.m.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala (virtual)

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Aimee Hennrichs, Bill Belknap, Mike Ray, David Schott, Tyler Palmer, Jen Pfiffner, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Councilmember Taruscio led the Pledge of Allegiance.

PROCLAMATION - BIKE MONTH

Mayor Lambert read the Bike Month proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council April 19, 2021 Minutes - Laurie M. Hopkins

B. Public Art Guidelines 2021 - Megan Cherry

The Moscow Arts Commission and City staff propose updates to the Public Art Guidelines, which were originally created in 2011. During the intervening years, MAC and Arts staff have recognized the need for greater clarity in the areas of location prioritization as well as selection processes and criteria for each part of the Public Art Collection. Additionally, the City of Moscow Legal Department has provided updates to ensure that the document is in alignment with City code. Following development by the Public Art Subcommittee of the Moscow Arts Commission (MAC), the full MAC discussed these proposed updates during their March 9, 2021 meeting, and voted to recommend the guidelines on April 13, 2021. This was reviewed by the Administrative Committee on April 26, 2021 and recommended for approval.

ACTION: Approve the 2021 Public Art Guidelines.

C. Personnel Policy Updates, Pay and Leave Sections - Jen Pfiffner

Updates to the City of Moscow Personnel Policies continue. Leave, time and attendance, and pay policy drafts include updates to current policies and a new proposed policy. Updates to language throughout are included in the presented drafts, with significant changes to Military Leave and Sick Leave Bank policies. A new proposed Paid Parental Leave Policy is also included for consideration. The Administrative Committee reviewed the policies on April 26, 2021 and recommended approval of the policies with the changes noted below.

Changes made per the Administrative Committee's direction include:

- Paid Parental Leave -added language to read, "birth, adoption, or permanent full-time custody of a child nor previously under the employee's care"; "caregiver" with mention of parents; and "domestic partner" and "caregiver" as well as "assuming significant parental and financial responsibility for a child"
- Compensatory Pay - added "or if repeated requests to use compensatory time are unable to be scheduled and reasonable opportunities to use such time are unavailing.
- Compensatory Time - added In the event the supervisor or employee feel repeated requests for time have not been met or are not able to be accommodated, a request for such payout is to be directed to Human Resources for review.
- Holidays - "Columbus Day" corrected to "Indigenous People's / Columbus Day"

All changes are noted in track changes in the attached document. Policy sections will continue to be presented for review. As policies are approved, each section will become the current version for use. Timeline for completion for all policies to be updated, reviewed and approved is estimated to be completed by July 2021.

ACTION: Approve the leave, time and attendance, and pay policy drafts as presented.

D. Paradise Pathway Lighting Project - 2021 Bid Results and Contract Award - Nate Suhr

The City published an advertisement for bids on April 2nd, 2021 for the Paradise Pathway Lighting Project. The bid for the project includes the installing an electrical service connection, eighteen (18) lighted bollards, and twenty-nine (29) overhead lighting fixtures along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. Work also consists of the trenching and installation of approximately two thousand eight hundred and fifty (2,850) feet of conduit, accompanying electrical wire, and installing seven (7) junction boxes to power the lighting system. The Engineer's estimate for the project was \$178,035.40. Bid opening for the project took place on April 20th, 2021, at which one (1) bid was received. The bid received was in the amount of \$358,458.00 and was submitted by Germer Construction, Inc. A bid tabulation is attached. This was considered by Public Works/Finance Committee on April 26th and the Committee made the recommendation to reject all bids.

ACTION: Reject all bids.

E. Slurry Seal - 2021 Bid Results and Contract Award - Nate Suhr

The City published an advertisement for bids on April 2nd, 2021 for the Slurry Seal -2021 Project. The bid for the project consists of applying an Asphalt Slurry Seal Coat (Type II) at the following locations: Area 1 - Concord, Eisenhower, and Moser (56,717 SY); Area 2 – Adams, Spotswood, and Styner (44,320 SY); Area 3 – Jackson and "D" Street (3,186 SY). On April 12, 2021 an addendum was issued adding Area 4 - Lanny, Highland, and Kirk Drive (11,844 SY). The Engineer's estimate for the project, including the addendum, was \$197,313.90. Bid opening for the project took place on April 16th, 2021, at which four (4) bids were received. Of the responsive bids received, numbers ranged from \$207,759.93 to \$247,222.71. Blackline, Inc. was the low bidder on the project and a bid tabulation is attached. This was considered by the Public Works/Finance Committee on April 26, 2021 and recommended for approval.

ACTION: Accept the low bid from Blackline, Inc. and award the contract in the amount of \$207,759.93, and authorize staff approval for construction change orders in an amount not to exceed 10% (\$20,775.99) of the contract amount.

F. Acceptance of the Southview Extension Right-of-way Dedication - Bob Buvel

On June 17, 2019, the City Council approved a lot division on the parcel of land east of the Southview Avenue / Alice Street intersection. Every buildable lot is required by city code to abut public right-of-way so the lot split required a dedication of right-of-way that would extend Southview Avenue approximately

128 feet. The public improvements associated with the lot split have been completed and the right-of-way containing those improvement needs to be accepted by City Council per state code. The dedication was reviewed by the Public Works / Finance Committee on April 26, 2021 and recommended for acceptance.

ACTION: Accept the right-of-way dedication extending Southview Avenue.

Bettge moved and Taruscio seconded approval of the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

Mayor Lambert presented appointments of Drew Davis to the Planning & Zoning Commission and Rebecca Couch to the Transportation Commission. Taruscio moved and Bettge seconded to approve the two appointments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

4. Public Comment and Mayor's Response Period (limit 15 minutes)

Schott presented a few pictures of the Arbor Day celebration and presented Mayor Lambert with the 2021 Tree City growth award for the 21st year.

5. Citizen Commission Report – Moscow Pathways Commission – David Schott / Jonathan Gradin

Schott introduced Jonathan Gradin, chair of the Moscow Pathways Commission. Gradin presented the mission statement and members of the Commission. Over the last two years, the Commission had an over/under community bike ride and grand opening, a socially distanced path tour and discussed memorial naming opportunities for pathway sections. The Commission also updated a brochure for the public, updated display banners with an updated map, and requested money for lighting from US95 to Styner Ave. Future goals include safety improvements at road crossings, continue to pursue an underpass at US-95, and pathway planning in new developments. The Commission continues to foster increased inclusivity and accessibility in the pathway system, organize volunteer cleanup project, and explore Highway 8 underpass beautification options.

6. Appeal of Conditional Use Permit at 1400 E Seventh Street (ACTION ITEM) - Aimee Hennrich

On February 19, 2021, PI Tower Development LLC applied for a Conditional Use Permit (CUP) to construct an 80-foot-tall Wireless Communication Facility (WCF) that would resemble a church tower, located at 1400 E Seventh Street. The Board of Adjustment (BOA) conducted a public hearing for the proposed CUP on March 29, 2021, and subsequently voted to deny the application. On April 16, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they wish to appeal the Board of Adjustment's decision to City Council.

PROPOSED ACTIONS:

1. After considering the record and appeal request; sustain the decision of the Board in whole or in part; reverse the decision of the Board in whole or in part; or remand the matter in whole or in part to the Board with comments and/or instructions for further consideration by the Board; or take other such action deemed appropriate.
2. Direct staff to prepare a written decision based on the Council's action.

Hennrich introduced the item by giving a history of the application and appeal. Height and location details were given. A site analysis of alternate locations was conducted and included the Vista water tower, Carol Ryrie Nature Park, 8th Street water tower, and East City Marketplace. The application met all development standard requirements. Three emails were received in opposition and 5 individuals testified in person, in which one was neutral. The BOA denied the application finding that the proposal did not meet Criteria #2: the character of the

proposed use will be in harmony with the neighborhood and surrounding land use.

Kim Allen, Wireless Policy Group and represents the applicant Parallel Infrastructure. Allen explained the decision of the BOA is unsupported by substantial information, not supported by the City Code, Comprehensive Plan, State Statutes or the evidence in the record. The BOA did find the application met all the other six criteria for CUP approval. The factors the BOA cited for Criteria 2 were cell tower looked out of place and not in harmony with surrounding neighborhood; surrounding neighborhood is primarily residential; scale of the proposed tower is significantly larger than other structures/trees in the surrounding neighborhood; public comment concern was regarding scale, noise and aesthetics; and lack of in-person testimony support from AT&T customers.

Kelly explained each: the bell tower structure was designed to reflect and compliment the design of the church and is a common feature on church properties; wireless facilities are a conditionally permitted use in the NB Zone and meets all the required setback requirements; the scale of the proposed facility is subjective and not supported by the record; citizen concerns regarding noise and aesthetics for denial were found to meet criteria 3 and 9 in regards to noise reduction and aesthetics, including the option for a decibel reading should there be a complaint; AT&T was not the applicant so their customers would not have known about the application.

Reasons the alternate sites were not chosen varied from site being too low, lack of availability, zoning, too far south to provide coverage for the needed area, etc. Staff added attaching directly to a water tower has adverse effects on the water and constructing a tower next to the tower would go beyond 80 feet and be in a residential area.

Taruscio felt there was improvement from the tree design to church tower however still has an issue with the scale of the tower. Two generators are proposed, one for AT&T and one for T-Mobile. A generator is in a double wall container and if noise became an issue, remediation can occur. Maintenance of the generators can be scheduled at whatever time during the day to not intrude on residents. Laflin also had an issue with the scale of the tower. The towers need a minimum height in order to accommodate three carriers with spacing between each.

Sullivan felt the tower had a larger presence than the tree and was more separate from the church. She asked if locating it closer to the church would be a possibility. Allen responded the position was based on the availability of power as well as church service parking. Sullivan asked if the council can remand for sizing and location. Bautista said if there is additional evidence that wasn't able to be presented at the BOA meeting and could have changed their decision, Council could remand with instructions. She explained further the BOA had the opportunity and could have addressed the issue of standards and design. Zabala asked for clarification on the height of the towers. Belknap explained a tower 80 feet or taller must allow for co-location of three carriers. A shorter tower can be approved but the applicant would be required to enter into an agreement to swap the existing tower for a taller one to accommodate additional carriers in the future should they desire to locate at that site. The City Code was intended to minimum the amount of structures and encourage co-location.

Kelly doesn't feel it meets the criteria for being aesthetically pleasing and common ground with neighborhood. She felt it is very large and looks like a guard tower. She understood the BOA decision because it should be pleasing to the entire neighborhood and she doesn't feel it is welcoming.

Laflin asked if there will ever be a tower at 80 feet tall that will ever be acceptable?

Bettge felt the application was much better thought out than the tree design. Churches everywhere tend to have steeples and bell towers, but he felt the robustness of the structure is in excess of what is needed. If the proposed tower could be slimmed down, Bettge feels it would be able to fit in. Taruscio agreed it is robust but it is within the Code and what was asked for. Bettge added that a motion could include directing staff to require reduction of the

robustness of the building during the development and permitting process. Belknap suggested the Council establish a specific standard so staff isn't determining "skinny enough". Any new design would be new information would be better to remand it to the BOA for a different proposal, new record, new hearing. Bautista read from the City Code and advised the Council to provide enough information to present and anticipate what is required. Riedner said if the Council wanted a percentage reduction of the footprint of the tower and the applicant needs to go back to the clients, the Council is not a fact finding body, so the only option is to remand.

Bettge moved to remand to BOA with instructions to consider a plan with reduced horizontal area of the cell phone tower and wait and see if applicant can fulfill that obligation. Motion died for the lack of a second. Taruscio moved to reverse the decision of the BOA in favor of the appellant. Bettge seconded.

Laflin said approving it as is doesn't answer whether it can be reduced in size. Kelly agrees coverage is needed but she feels now is the time to help the carriers to make towers more aesthetically pleasing. Roll Call Vote: Ayes: Two (Bettge, Taruscio). Nays: Four (4). Abstentions: None. Motion failed.

Laflin moved to remand the decision back to the BOA for purpose of determining whether or not the structure can be reduced in diameter. Kelly seconded. Belknap said that is difficult guidance to the BOA and wants to make sure the application is not in limbo. Laflin understood the concern but doesn't think people are comfortable with "what we have is what we need". She would like to know whether the applicant can scale the structure any further. Bettge commented something that reflects the design or appearance of the religious facility but something without that much mass. Sullivan added, because of that mass and distance from the main structure, the tower doesn't appear to be part of the church.

Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. It is understood the motion included direction to staff to draft the instructions of remand to the BOA.

Mayor called a recess at 8:28 p.m. The meeting reconvened at 8:35 p.m.

7. BBC LLC Developer Participation Request (ACTION ITEM) - Bill Belknap

On April 8th of this year, City Staff received a request from Rich Beebe, representative of BBC LLC, owner of 232 acres located to the south of the City's playfield property located on W. Palouse River Drive, requesting the City's financial participation in the construction of the extension of Conestoga Road and the accompanying bridge construction as it provides mutual benefit to both parties. The total cost of the construction of the roadway, bridge and attendant utilities to the southerly boundary of the City's property is estimated at \$2,372,062. Staff will present information on the history of the City's property and prior proposed playfield development of the property for the Council's consideration.

PROPOSED ACTIONS: Review request and provide Staff direction.

Belknap introduced the item as written above and gave a brief history of the Palouse River Drive property and project cost breakdown for each segment in 2011. At the time, the City Council felt it was cost prohibitive to develop the property and suggested working with the MSD for the Joseph Street property. Staff determined that with an additional \$526,707 of allocation, the City would be able to fund all planned projects within FY2021 and continue to fund the anticipated future projects on the City's CIP. Staff recommends the City condition the financial contribution upon the requirement that BBC LLC improve West Palouse River Drive from the intersection with Conestoga Drive east to US95 to a minimum width of 34' with curbing and sidewalk on the south side of the roadway to the minor arterial standard. Improvements would accommodate the anticipated vehicle traffic that will result from the future development of the playfield property and the proposed residential development to the south.

Sullivan was concerned regarding additional traffic on Conestoga to the north. Bettge said having someone cooperate on Palouse River Drive is an advantageous proposal. Taruscio confirmed the participation wouldn't negatively impact the street improvement line in which Riedner explained when opportunities present themselves, monies can be reallocated and he gave an example. The ball field property has not in the capital improvement plan due to the cost and prioritization of others parks in the city. If done in a phased approach, it could be development within seven to ten years but development of ballfields on the property is not set in stone, it is at the discretion of the City Council. Concerns from 2011 were primarily the cost of development. Sullivan said this is investing money now but is long term planning and could be a better opportunity with BBC LLC stating in his letter his interest in affordable housing development. Sullivan suggested a fair housing incentive for developers.

Taruscio moved the City's financial contribution would be limited to no more than 50% of the actual cost of construction, shall not to exceed a total amount of \$1,078,210, and shall not be disbursed until completion and city acceptance of the Conestoga extension, bridge, and improvements to West Palouse River Drive. Bettge seconded. Riedner clarified staff prefers Council give staff direction to meet with the developer to move forward with an agreement with the above criteria. Taruscio amended her motion and Bettge accepted the amendment.

Zabala said fair housing discussion is pertinent now and supports the proposal. Kelly asked if this was a good time to direct staff to find chances to work with the developer to look at ways for incentives. Mayor Lambert and Taruscio feel it is a needed discussion but don't feel this is the time. Laflin would like more details about the BBC LLC April 8 letter in regards to the affordable housing comment. Bettge said the sequencing of discussion is important and negotiations should come along during the platting phase. This is the opportunity to develop infrastructure and premature to discuss at this point. Zabala didn't see a sense of urgency and want to discuss more. Sullivan pointed out the City has a developer that has same goal for affordable housing. Infrastructure participation is a tool for incentivizing.

Belknap explained the reason why affordable housing is mentioned in the letter is that BBC LLC does know affordable housing is a goal of the City Council. BBC LLC has talked with the Affordable Housing Trust about a particular parcel. Sullivan supports this proposal but wants to incentivize affordable housing and have staff explore options for that to be ensured. Roll Call Vote: Ayes: Two (Bettge, Taruscio). Nays: Four (4). Abstentions: None. Motion failed.

Riedner suggested there could be a motion along the same lines and include negotiation with the developer on an affordable housing proposal. Sullivan said she would move to direct staff to engage with the developer and Moscow Affordable Housing Trust to see if there are options that staff would recommend. Taruscio said this item is only a road improvement.

Belknap explained this is a unique circumstance as the only reason the City is entertaining the idea of participation is because it involves City property and provides access to that City property. By paying for improvements in exchange for housing, it could open the door for any private developer to ask the City to participate because they are providing some sort of reduced housing. Zabala doesn't see that as a risk as the City Council can always say no. Taruscio cautioned this could be perceived as a requirement and is not the time. Bettge pointed out Palouse River Drive is not infrastructure that would have been included in BBC's development which means they are participating in City property improvements. He feels negotiations for affordable housing should be when a plat is submitted. Sullivan reiterated her desire for incentives for affordable housing.

Taruscio moved Council give staff direction to meet with the developer to move forward with an agreement for Council consideration recommending that the City's financial contribution would be limited to no more than 50% of the actual cost of construction, shall not to exceed a total amount of \$1,078,210, and shall not be disbursed

until completion and city acceptance of the Conestoga extension, bridge, and improvements to West Palouse River Drive and direct staff to negotiate with the developer the potential for affordable housing participation, and report back to council. Sullivan seconded. Staff suggested the motion be phrased “direct staff to prepare an agreement for the financial contribution as outlined by staff and to include exploration of an affordable housing component for Council consideration.” The amendment was accepted by both Taruscio and Sullivan. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

PBAC workshop – Taruscio said the workshop was for an interim update from consultants of project management of alternatives. The bulk of the discussion was around construction costs. A technical memo from the consultants will be ready in June and Council should see the memo shortly thereafter.

Parks & Recreation Commission – Sullivan said the Commission discussed the Palouse River Drive property and a proposal for delaying parkland dedication to a later phase in development.

Planning & Zoning Commission – Laflin said the Commission discussed Harvest Hills Addition.

Mayor

Mayor Lambert said the Airport Board is still discussing a Boise flight and U of I is helping with that. The AIC Legislative Session met and the legislature continues. He attended an Arbor Day celebration, Farmers Market, and the Martin Luther King essay and art awards.

Staff

No report.

ADJOURN

The meeting adjourned at 9:40 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

Disbursement Report for April 2021 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

Accounts Payable Report for the month ending April 30, 2021. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$3,153,025.24. The Public Works / Finance Committee received the report on May 10, 2021 and approved the disbursements as presented.

Payroll	\$1,165,610.00
Professional Services	\$90,581.00
Sanitation	\$313,790.00
Capital Outlay	\$462,860.00
Capital Outlay-Improvements	\$426,638.00
ACH	155,420.00
Supplies	\$60,484.00
Utilities	\$75,594.00
Contractual Payments	\$236,128.00
ACH Wells Fargo	\$26,131.00
Total	\$3,013,236.00

STAFF RECOMMENDATION

Receive the Disbursements Report for the month of April 2021.

PROPOSED ACTIONS

ACTION: Receive the Disbursements Report for the month of April 2021.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report April 2021
2. Revenue Report April 2021
3. Cash & Investments April 2021

DISBURSEMENTS REPORT FOR APRIL 2021													
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACH	ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		4/1/2021	4/8/2021	4/15/2021	4/22/2021	4/29/2021	4/12/2021	4/13/2021	4/21/2021	4/9/2021	4/23/2021		
		AP 4.02.2021	AP 4.09.2021	AP 4.15.2021	AP 4.23.2021	AP 4.30.2021	4/26/2021 AP 4.12.2021 AP 4.26.2021	4/19/2021 4/22/2021 AP ACH 4.13.2021 AP ACH 4.19.2021 AP ACH 4.22.2021	4/28/2021 AP 4.21.2021 AP 4.28.2021	ID 7	ID 8		
CHECK #'s		97649-97712	97713-97798	97799-97866	97867-97927	97928-97971	April's CC ACH's	April's ACH's	97834, 97879	21440-21442	21443-21452		
Fund #													0.00
101	GENERAL	17,551.29	202,819.35	4,760.62	7,019.27	9,568.60	6,598.30				329,452.74	337,665.31	915,435.48
105	STREETS	17,193.37	44,106.33	6,415.15	421.99	849.84	321.93				25,994.25	27,827.89	123,130.75
120	RECREATION AND CULTURE	1,631.13	17,212.54	2,037.74	3,013.57	15,549.55	3,880.25				127,835.51	45,202.64	216,362.93
121	MSD COMM. PLAY FIELDS		5,433.09				413.31				2,755.46	2,999.53	11,601.39
123	1912 CENTER			7,916.67									7,916.67
128	TRANSIT CENTER	64.68	1,193.55	3.98	391.20								1,653.41
220	WATER	2,552.49	33,908.78	24,961.12	6,267.99	797.23	1,074.21	134,111.04	(97.31)		49,181.45	48,879.73	301,636.73
230	SEWER	10,460.89	54,395.20	40,305.24	14,089.29	2,364.60	5,008.01				45,808.23	46,158.57	218,590.03
240	SANITATION	19,823.54	105,113.66	190,762.15	1,010.06		74.19				5,516.78	5,615.02	327,915.40
290	FLEET	22,979.94	10,305.59	1,239.49	650.56	3,202.53	279.42				11,869.24	11,999.43	62,526.20
295	INFORMATION SYSTEMS	3,384.00	49,625.61		26,261.12	7,505.40	8,481.03		(7,505.40)		20,391.61	20,456.19	128,599.56
320	WATER CAPITAL PROJECTS	60,304.68	85,956.57		55,640.62	3,903.09							205,804.96
330	SEWER CAPITAL PROJECTS					503.71							503.71
340	SANITATION CAPITAL PROJ												0.00
350	CAPITAL PROJECTS	28,000.00	371,252.50	198,112.00	12,424.54	250.06		21,308.92					631,348.02
355	LID CONSTRUCTION												0.00
380	HAMILTON - PARKS & REC												0.00
590	BONDS & INTEREST												0.00
	TOTAL	183,946.01	981,322.77	476,514.16	127,190.21	44,494.61	26,130.65	155,419.96	(7,602.71)		618,805.27	546,804.31	3,153,025.24

WIRE Transfers:

Maureen Laflin

Anne Zabala

Art Bettge

Sarah L. Banks, Finance Director

RECEIPTS REPORT FOR APRIL 2021

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	41,548.08	126,116.99	94,733.26	707,235.22	138,749.28	13,472.21	2,954.14	12,231.81	0.00	172,870.25	1,309,911.24
105	STREETS	6,682.78	0.00	0.00	593,749.45	24,577.85	0.00	0.00	245.00	0.00	0.00	625,255.08
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	59,346.50	0.00	0.00	0.00	0.00	0.00	59,346.50
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,340.71	0.00	0.00	0.00	0.00	0.00	0.00	5,340.71
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,474.30	0.00	0.00	0.00	0.00	105.53	1,579.83
220	WATER	0.00	0.00	0.00	0.00	479,956.90	0.00	1,242.22	135.00	0.00	0.00	481,334.12
230	SEWER	0.00	0.00	0.00	0.00	908,899.91	0.00	412.07	2,447.47	0.00	0.00	911,759.45
240	SANITATION	0.00	0.00	0.00	0.00	489,894.41	0.00	0.00	0.00	0.00	0.00	489,894.41
290	FLEET	0.00	0.00	0.00	0.00	78,378.10	0.00	0.00	0.00	0.00	0.00	78,378.10
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	0.00	0.00	0.00	111,976.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	8,016.00	0.00	0.00	0.00	1,630.61	0.00	0.00	0.00	9,646.61
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	395.58	0.00	0.00	0.00	395.58
590	BOND & INTEREST	6,233.76	0.00	0.00	0.00	0.00	0.00	55.79	0.00	0.00	0.00	6,289.55
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		54,464.62	126,116.99	102,749.26	1,306,325.38	2,293,253.25	13,472.21	6,690.41	15,059.28	0.00	172,975.78	4,091,107.18

City of Moscow
Cash and Investments
Balances as of 4/30/2021

Fund		Year to Date Balance
General Fund	\$	8,316,147.46
Street Fund	\$	2,156,764.67
Culture & Recreation	\$	1,256,195.57
MSDCPF	\$	180,363.12
1912 Fund	\$	58,445.35
Transit Center	\$	100,124.80
Water Fund	\$	2,346,146.35
Sewer / WRRF	\$	4,393,916.17
Sanitation Fund	\$	2,932,855.89
Fleet Fund	\$	4,766,085.61
Information Systems	\$	2,616,415.71
Water Capital	\$	6,565,084.80
Sewer Capital	\$	14,546,752.54
Capital Projects	\$	8,926,533.18
Sanitation Capital	\$	6,580,368.25
LID construction	\$	26,529.94
Hamilton	\$	2,106,206.08
Bond & Interest	\$	694,760.03
LID Funds	\$	35,772.39
Payroll Service	\$	995,181.46
Total Cash & Investments	\$	69,600,649.37

CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

Almon Asbury Alley Paving Bid Results and Contract Award - Bob Buvel

RESPONSIBLE STAFF

Bob Buvel

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The Almon Asbury Alley Paving Project consists of grading and paving of the alley between Almon Street and Asbury Street. The project also includes the replacement of approximately six hundred and fifty (650') linear feet of existing sanitary sewer main, three (3) sanitary sewer manholes and extending and replacing approximately four hundred (400') linear feet of storm sewer main prior to paving.

The City published an advertisement for bids on April 3rd and 10th, 2021 and the budget for construction in the Capital Improvement Plan is \$293,000.00. Bids were opened on Tuesday, April 27, 2021. One responsive bid was received with a bid of \$371,223.20 by J7 Contracting. A complete Bid Tabulation is included in the committee packet. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended rejection of the bids.

STAFF RECOMMENDATION

Recommend City Council reject all bids.

PROPOSED ACTIONS

ACTION: Reject all bids.

FISCAL IMPACT

Funding for the project would be \$202,496.55 from Sewer Capital Projects line item 330-330-60-770-45 Sewer Main Program, \$165,042.85 from Streets Capital Projects Line Item 350-150-40-770-80 Roadway Program and \$3,693.80 from private development security holdings. The total expenditure would be \$371,233.20 plus an additional 10% allocated for possible change orders to fund contract with J7 Contracting for the construction of project.

PERSONNEL IMPACT

ATTACHMENTS

1. Asbury-Almon (Third to Sixth) Paving Bid Tabulation

Asbury-Almon Alley (Third to Sixth) Paving
Bids Opened 04/27/2021

						Bid From:	
				Engineers Estimate		J7 Contracting	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total
1	Earthwork						
SP1.1	Remove and Dispose of Bituminous Surface	269	SY	\$10.00	\$2,690.00	\$10.80	\$2,905.20
SP1.2	Remove and Dispose of Concrete Driveway Approach	21	SY	\$15.00	\$315.00	\$10.80	\$226.80
SP1.3	Remove and Dispose of Manhole	1	EA	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
SP1.4	Excavation (plan quantity)	464	CY	\$20.00	\$9,280.00	\$20.40	\$9,465.60
2	Sewer						
SP2.1	Sanitary Sewer Manhole (4' Diameter)	3	EA	\$2,500.00	\$7,500.00	\$4,780.80	\$14,342.40
SP2.2	8-inch PVC Sanitary Sewer Pipe (Class D Backfill)	656	LF	\$100.00	\$65,600.00	\$147.60	\$96,825.60
SP2.3	Exisiting Sanitary Service Connection	29	EA	\$500.00	\$14,500.00	\$806.40	\$23,385.60
SP2.4	Sanitary Sewer Bypass	1	LS	\$5,000.00	\$5,000.00	\$21,600.00	\$21,600.00
3	Storm						
SP3.1	Catch Basin	2	EA	\$1,500.00	\$3,000.00	\$2,654.40	\$5,308.80
SP3.2a	8-Inch Storm Sewer Pipe (Class D Backfill)	396	LF	\$100.00	\$39,600.00	\$96.00	\$38,016.00
SP3.2b	8-Inch C900 Storm Sewer Pipe (Class D Backfill)	36	LF	\$110.00	\$3,960.00	\$108.00	\$3,888.00
SP3.3	Exisiting Storm Drain Connection	2	EA	\$500.00	\$1,000.00	\$3,600.00	\$7,200.00
SP3.4	Storm Sewer Manhole (4' Diameter)	1	EA	\$2,500.00	\$2,500.00	\$4,920.00	\$4,920.00
4	Concrete						
SP4.1	Reinforced Driveway Approach	21	SY	\$110.00	\$2,310.00	\$78.00	\$1,638.00
5	Roadway						
SP5.1	1/2" Superpave HMA Pavement	255	TON	\$130.00	\$33,150.00	\$190.80	\$48,654.00
SP5.2	3/4" Crushed Rock Base	285	TON	\$45.00	\$12,825.00	\$21.60	\$6,156.00
SP5.3	1-1/4" Crushed Rock Base	293	TON	\$45.00	\$13,185.00	\$22.80	\$6,680.40
SP5.4	Subgrade Seperation Geotextile	1392	SY	\$2.00	\$2,784.00	\$2.40	\$3,340.80
SP5.5	Soft Spot Repair	75	SY	\$25.00	\$1,875.00	\$48.00	\$3,600.00
6	BMPs						
SP6.1	Inlet Protection	4	EA	\$100.00	\$400.00	\$420.00	\$1,680.00
SP6.2	Stabilized Construction Entrance	2	EA	\$3,000.00	\$6,000.00	\$6,000.00	\$12,000.00
7	Traffic						
SP7.1	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$24,000.00	\$24,000.00
8	MISC						
SP8.1	Mobilization	1	LS	\$19,200.00	\$19,200.00	\$33,600.00	\$33,600.00
				TOTAL	\$258,674.00	TOTAL	\$371,233.20

CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

Third Street Undergrounding Bid Results and Contract Award - Nate Suhr

RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On April 17, 2021 the City of Moscow advertised for bid the Third Street Utility Undergrounding Project. This project consists of the installation of approximately 3,300 linear feet of 2" conduit, 4,460 linear feet of 4" conduit, 11 vault boxes and the various sweeps, couplings, and other fittings necessary to create a continuous, underground pathway for communications utilities on Third Street between Jackson Street and Lieuallen Street. Completion of this project will allow the undergrounding of the overhead utilities and the removal of the utility poles on the corridor between Jackson Street and Lieuallen Street, removing obstructions and clearing the area for pedestrian facilities to come as part of the Third Street Local Highway Safety Improvement Project (LHSIP) that will begin construction later in the year.

Based on the comments of several contractors one (1) addendum was issued on April 30, to create an Additional Alternative that would allow the contractors to install the 4" conduit with a single bore rather than installing two parallel bores. If the Additional Alternative is selected it will replace the corresponding 4" conduit install item in the Base Bid. Bid opening for the project took place on May 4, 2021, at which two (2) bids were received ranging from \$304,103.00 to \$525,782.27 for the Base Bid. Both companies submitted Additional Alternative bids which would reduce the total construction cost to \$270,653.00 and \$447,397.77 respectively. M & L Construction, of Spokane, Washington was the low bidder on the project with a Base Bid of \$304,103.00 and an Additional Alternative with a reduced construction cost of \$270,653.00, a bid tabulation is attached. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

STAFF RECOMMENDATION

Accept the Base Bid and Additional Alternative from M & L Construction, Inc., award the contract in the amount of \$270,653.00, and authorize staff approval for construction change orders in an amount not to exceed 10% (\$27,065.30) of the contract amount.

PROPOSED ACTIONS

ACTION: Accept the Base Bid and Additional Alternative from M & L Construction, Inc., award the contract in the amount of \$270,653.00, and authorize staff approval for construction change orders in an amount not to exceed 10% (\$27,065.30) of the contract amount.

FISCAL IMPACT

The budget for this project will be expended from the Capital Improvement Fund (GL: 350-150-770-29)

PERSONNEL IMPACT

This project will be administrated and inspected by Engineering Division staff.

ATTACHMENTS

1. Third Street Utility Undergrounding Bid Tab.
2. Third St. Utility Underground - ConstructionAgreement_final

**Third Street Utility Underground - 2021
Bids Opened 5/4/2021**

Engineers Estimate

Bid From:
M&L Construction, Inc.

Bid From:
Cascade Cable Constructors, Inc.

Base Bid

Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total
Preparation Items									
1	Mobilization	1	LS	\$29,000.00	\$29,000.00	\$2,000.00	\$2,000.00	\$1,475.70	\$1,475.70
2a	Remove / Dispose of Bituminous Surface	67	SY	\$21.85	\$1,463.95	\$22.00	\$1,474.00	\$4.04	\$270.68
2b	Remove / Dispose of Concrete Sidewalk	23	SY	\$26.37	\$606.51	\$25.00	\$575.00	\$4.04	\$92.92
2c	Remove / Dispose of Concrete Curb Type A	25	LF	\$10.50	\$262.50	\$15.00	\$375.00	\$11.96	\$299.00
Conduit Installation									
3a	Single 2 - Inch Horizontal Directional Drilling	1282	LF	\$25.00	\$32,050.00	\$20.00	\$25,640.00	\$53.19	\$68,189.58
3b	Double 2 - Inch Horizontal Directional Drilling	199	LF	\$35.00	\$6,965.00	\$26.00	\$5,174.00	\$59.17	\$11,774.83
3c	Triple 2 - Inch Horizontal Directional Drilling	658	LF	\$35.00	\$23,030.00	\$35.00	\$23,030.00	\$65.15	\$42,868.70
3d	Single 4 - Inch Horizontal Directional Drilling	4460	LF	\$40.00	\$178,400.00	\$45.00	\$200,700.00	\$72.52	\$323,439.20
4a	Place Utility Vault (Zipty)	6	EA	\$1,850.00	\$11,100.00	\$1,850.00	\$11,100.00	\$2,147.36	\$12,884.16
4b	Place Utility Vault (Sepectrum)	5	EA	\$1,300.00	\$6,500.00	\$1,650.00	\$8,250.00	\$1,382.66	\$6,913.30
Roadway									
5	3/4" (-) Crushed Aggregate Base	145	TON	\$26.73	\$3,875.85	\$30.00	\$4,350.00	\$27.24	\$3,949.80
6	Cold Mix Asphalt Patching	80	SY	\$131.89	\$10,551.20	\$42.00	\$3,360.00	\$108.00	\$8,640.00
Erosion Control and Roadside Restoration									
7	Inlet Protection	15	EA	\$192.87	\$2,893.05	\$155.00	\$2,325.00	\$250.00	\$3,750.00
Traffic									
8	Traffic Control	1	LS	\$21,000.00	\$21,000.00	\$15,750.00	\$15,750.00	\$41,234.40	\$41,234.40
Other Items									
				TOTAL	\$327,698.06	TOTAL	\$304,103.00	TOTAL	\$525,782.27

Additional Alternative

Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total
Conduit Installation									
3d	Remove Single 4- Inch HDD	4460	LF	-\$40.00	-\$178,400.00	-\$45.00	-\$200,700.00	-\$72.52	-\$323,439.20
3e	Double 4 - Inch Horizontal Directional Drilling	2230	LF	\$70.00	\$156,100.00	\$75.00	\$167,250.00	\$109.89	\$245,054.70
				TOTAL	\$305,398.06	TOTAL	\$270,653.00	TOTAL	\$447,397.77

**CONSTRUCTION AGREEMENT
FOR THIRD STREET UTILITY UNDERGROUND - 2021
BETWEEN CITY OF MOSCOW, IDAHO
AND M&L CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR THIRD STREET UTILITY UNDERGROUND - 2021 BETWEEN CITY OF MOSCOW, IDAHO, AND M&L CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and M&L Construction, Inc. P.O. Box 6311, Spokane, WA 99217 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" see Attachment 'A', CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Drawings, Specifications and Proposal, Attachment 'B' for: Third Street Utility Underground – 2021, City of Moscow Project No. 114-021' consisting of 117 pages;
2. Bid Proposal of CONTRACTOR, received May 4, 2021, dated April 26, 2021, see Attachment 'C', which also includes the Performance and Payment Bonds and Insurance Certificates, consisting of 10 pages;
3. Addendum No. 1, Attachment 'D', consisting of 8 pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the General Conditions of Attachment 'A'.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents, contained herein under Article 1. for CITY project (hereinafter "Project") titled:

"Third Street Utility Underground - 2021"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before August 31, 2021, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Two Hundred Seventy Thousand Six Hundred Fifty-Three Dollars (\$270,653.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Two Hundred Seventy Thousand Six Hundred Fifty-Three Dollars (\$270,653.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signatures that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR

nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all work required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will, in any way, serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11.
EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section 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 other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12.
LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13.
JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**ARTICLE 14.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

CONTRACTOR:

M&L Construction, Inc.
Scot Hattenburg
P.O. Box 6311
Spokane, WA 99217

CITY:

City of Moscow
Engineering Division
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

**ARTICLE 18.
EXECUTION**

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

M&L Construction, Inc.

CITY:

City of Moscow, Idaho

By: Scot Hattenburg

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Scot Hattenburg, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for M&L Construction, Inc.

Notary Public for the State of _____
Residing at _____
My commission expires _____

Attachment A

**INVITATION TO BID
CITY OF MOSCOW THIRD STREET UTILITY UNDERGROUNDING - 2021**

Advertised: 4/17/2021 & 4/24/2021
Last Modified: 4/14/2021
Due Date & Time: 4/30/2021 at 3:00PM

Contact Person: Kendra Ewing
Email: kewing@ci.moscow.id.us

The City of Moscow, Idaho is accepting sealed bids to be submitted to the business office of the Community Planning & Design, Engineering Division at 221 E. Second Street, Moscow, Idaho 83843, or by email to kewing@ci.moscow.id.us and clearly marked "Bid Enclosed – Third Street Utility Undergrounding – 2021" until 3:00 p.m., prevailing local time, Friday, April 30, 2021, for the following project:

Third Street Utility Undergrounding - 2021

At 3:45 p.m., on the same day referenced above, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

This work shall consist of but, but not limited to, the horizontal directional drilling of approximately 4,500 linear feet of four-inch (4") conduit and 3,500 linear feet of two-inch (2") conduit through Horizontal Directional Drilling (HDD) on Third Street (SH-8) between Main Street and Lieuallen Street. Approximately twelve (12) 2' x 3' fiber cement utility vaults will be installed as part of the work. This project will allow the conversion from overhead to underground communication utilities in the Third Street corridor. This will include all materials, labor, equipment, and incidentals necessary to provide a continuous pathway for the communications infrastructure from the newly installed underground path to the existing aboveground infrastructure.

This project will be performed in prior to the commencement of work for the LHSIP FY 2019 and 2020 Phase 1 & 2 Project and will require minimal restoration. Cold mix asphalt shall be required to restore ADA compliant pedestrian pathways after the completion of the conduit installation but permanent restoration will be performed as part of the LHSIP FY 2019 & 2020 project. All work shall be completed as shown on the construction plans and described in the specifications.

Complete digital Plans and Specifications, may viewed at https://www.questcdn.com/questcdn/action/showModifyProjPage/projects/prj_add_mod/project_modify.html?projType=project&jobPK=7765338. Once on the Quest site, you may download the digital plan documents for a non-refundable fee of \$20.00. The Quest project number is 7765338. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT - All communication about this project, including addenda will only be issued via QuestCDN, and only to those firms listed on the Plan Holder's List.

The Contract Documents may also be examined at the City of Moscow Community Planning & Design, Engineering Division, 221 East Second Street, Moscow, ID 83843.

Questions should be directed to Kendra Ewing, City of Moscow Engineering Division, 221 East Second Street, Moscow, ID, via Email only: kewing@ci.moscow.id.us

Any objections to the contents or terms of the documents shall be raised three (3) business day prior to bid opening or it shall be deemed to have been waived.

Prevailing wages are not required on this project.

Proposal Guarantee (Bid bond) is not required with bid submittal

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

Publish Dates: April 17 & April 24, 2021

Kendra Ewing, Deputy City Clerk

Attachment B



**COMMUNITY PLANNING & DESIGN
ENGINEERING DIVISION**

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

**THIRD STREET UTILITY UNDERGROUNDING -
2021**

CITY OF MOSCOW PROJECT NO. 114-021

CITY OF MOSCOW, IDAHO

**Community Planning and Design
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications and Proposal

THIRD STREET UTILITY UNDERGROUNDING - 2021

CITY OF MOSCOW PROJECT NO. 114-021

**Original Signed By:
Brian Scott Bontrager**

Date Original Signed:
04/16/2021
On File With:
City of Moscow
Engineering Division

**CITY ENGINEER:
SCOTT BONTRAGER, P.E.**

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the business office of The Community Planning & Design Engineering Division at 221 E. Second Street, Moscow, Idaho 83843, and clearly marked "Bid Enclosed – Third Street Utility Undergrounding – 2021" until 3:00 p.m., prevailing local time, Friday, April 30, 2021, for the following project:

THIRD STREET UTILITY UNDERGROUNDING - 2021

At 3:05 p.m. on the same day, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, on the second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

This project consists of the installation of approximately 3,300 linear feet of 2" conduit, 4,460 linear feet of 4" conduit, 11 vault boxes and the various sweeps, couplings, and other fittings necessary to create a continuous, underground pathway for communications utilities on Third Street between Jackson Street and Lieuallen Street in Moscow, Idaho.

Complete digital Project Manual and Project Plans, may viewed and downloaded at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "Third Street Utility Undergrounding"

Once on the Quest site, you may download the digital plan documents for a non-refundable fee of \$20.00. The Quest project number is 7765338. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT – All communication about this project, including addenda will only be issued via QuestCDN, and only to those firms listed on the Plan Holder's List.

The Contract Documents may also be examined at the City of Moscow Paul Mann Building (Engineering Division), 221 East Second Street, Moscow, ID 83843.

Questions should be directed to Kendra Ewing, City of Moscow Engineering Division, 221 East Second Street, Moscow, ID, via Email only at: kewing@ci.moscow.id.us

Any objections to the contents or terms of the Specifications shall be raised three (3) days prior to bid opening or it shall be deemed to have been waived.

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

Kendra Ewing, Deputy City Clerk

Publish Dates: April 17 & April 24, 2021

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for THIRD STREET UTILITY UNDERGROUNDING - 2021, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, 221 East Second Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number _____.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. _____			
b. _____			
c. _____			
d. _____			
e. _____			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for THIRD STREET UTILITY UNDERGROUNDING – 2021 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ _____	\$ _____
2A.	Remove / Dispose of Bituminous Surface	67 SY	\$ _____	\$ _____
2B.	Remove / Dispose of Concrete Sidewalk	23 SY	\$ _____	\$ _____
2C.	Remove / Dispose of Concrete Curb	25 LF	\$ _____	\$ _____
3A.	Single 2 - Inch Horizontal Directional Drilling	1282 LF	\$ _____	\$ _____
3B.	Double 2 - Inch Horizontal Directional Drilling	199 LF	\$ _____	\$ _____
3C.	Triple 2 - Inch Horizontal Directional Drilling	658 LF	\$ _____	\$ _____
3D.	Single 4 - Inch Horizontal Directional Drilling	4460 LF	\$ _____	\$ _____
4A.	Place Utility Vault (Ziply)	6 EA	\$ _____	\$ _____
4B.	Place Utility Vault (Spectrum)	5 EA	\$ _____	\$ _____
5.	¾" (-) Crushed Aggregate Base	145 TON	\$ _____	\$ _____
6.	Cold Mix Asphalt Patching	80 SY	\$ _____	\$ _____
7.	Inlet Protection	15 EA	\$ _____	\$ _____
8.	Traffic Control	1 LS	\$ _____	\$ _____

|

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2021

(DRAFT – DO NOT SUBMIT WITH BID)

**CONSTRUCTION AGREEMENT
FOR THIRD STREET UTILITY UNDERGROUNDING - 2021
BETWEEN CITY OF MOSCOW, IDAHO
AND _____**

THIS CONSTRUCTION AGREEMENT FOR THIRD STREET UTILITY UNDERGROUNDING - 2021 BETWEEN CITY OF MOSCOW, IDAHO AND _____ (hereinafter "Agreement"), dated this _____ day of _____, 2021, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and _____ (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a Bid Proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: Third Street Utility Undergrounding - 2021
City of Moscow Project No. 114-021
3. Bid/Proposal of CONTRACTOR, dated _____, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Addenda issued prior to the opening of bids, to be physically attached to this Agreement;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

"Third Street Utility Undergrounding - 2021"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before August ~~31~~²⁷, 2021, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of _____, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of _____ unless otherwise authorized by CITY in writing. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or Subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

**ARTICLE 6.
SCOPE OF SERVICES**

CONTRACTOR shall perform all Work required by the Contract Documents. All Work shall be completed in accordance with the specifications and plans established for this Project.

**ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION**

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its Subcontractors; or on account of or in consequence of any neglect in safeguarding the Project; or through use of unacceptable materials in constructing the Project; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

**ARTICLE 8.
CONFLICT OF INTEREST**

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Engineer and CITY.

**ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY**

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or

assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the Work under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Work hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its Subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section 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 other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure

of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**ARTICLE 14.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

Contractor:

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed hereunder.

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by the CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

**ARTICLE 18.
EXECUTION**

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

CITY

City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for _____.

(seal)

Notary Public residing at: _____
My commission expires: _____

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

- A. It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedure in the installation of material and equipment and in the manufacture or delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material, equipment and labor necessary to complete said contract in accordance with all of its terms and conditions. All contracts shall be awarded subject to those instructions to bidders.
- B. The plans and specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not stated therein or shown. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein.

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

- A. Plans and specifications are on file in the office of the City Engineer. Copies of same may be obtained electronically from www.questcdn.com for a non-refundable fee of \$20.00. Additional information relative to same may be obtained from the office of the City Engineer.

IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A. Bidders shall satisfy themselves by personal examination of the plans, specifications, and site of the proposed improvement, and by any other examinations and investigation which they may desire to make, as to the accuracy of the estimate of quantities, the nature of the soil, conditions of the project site, and difficulties to be encountered.

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

- A. Bids shall be prepared and submitted upon the "Proposal" form supplied by the Engineer. Each and every blank provided for in the "Proposal" shall be filled in with ink or typing. Proposals, which are incomplete or submitted on an unauthorized form, may be rejected as informal.
- B. After the date and hour set for the opening of the bids, no bidder may withdraw his/her proposal unless award of contract is delayed for a period exceeding the time limits described in IB-8, AWARD OF CONTRACT.
- C. If discrepancies exist between the Unit Prices and the Total Price or Bid Total amount, the CITY will use the Unit Prices and calculate a corrected Bid Total.
- D. The CITY reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the CITY.

IB-5. PROPOSAL GUARANTY

- A. Each proposal must be accompanied by cash, a certified check, bid bond, or cashier's check in an amount not less than five percent (5%) of the total amount bid. This guarantee or "Good faith token" will be held until the successful bidder has, within ten (10) days from the date of notification of award of contract, executed the contract and furnished approved separate performance and payment bonds, each in an amount equal to one hundred percent (100%) of the amount of the contract. There shall also be submitted with the surety bonds, evidence of public liability insurance coverage in amounts not less than those specified in the general specifications included herein.

IB-6. RETURN OF PROPOSAL GUARANTY

- A. Immediately after the bid prices have been compared, the Clerk will return the guaranties accompanying such proposals as in CITY's judgment will not be considered in awarding the contract. All other proposal guaranties will be held until the contract and other legal requirements the successful bidder must execute, furnish and/or comply with, have been completed, after which they will be returned to the respective bidders whose proposals they accompany.

IB-7. QUALIFICATIONS OF BIDDER

- A. The City desires that this project shall be built by a contractor who is competent and adequately financed. The City may request the Bidder to submit a written statement to show experience in construction work of this character as an indication of qualification and business standing. If required, the Bidder may make his/her statement in such form as may seem appropriate; said statement shall be notarized.
- B. This public works project is not financed in whole or in part by federal-aid funds. Bid proposals will be accepted from those contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.
- C. The prime contractor shall submit with his/her proposal a list of the subcontractors and their license numbers.
- D. The successful bidder, in addition to listing the names and addresses of subcontractors in his bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may, within a reasonable time, object to as incompetent or undesirable.

IB-8. AWARD OF CONTRACT

- A. The contract will not be awarded until the CITY is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The CITY may request and the bidder must provide the CITY with a current balance sheet and a list of tools owned by the bidder.
- B. Within thirty (30) days after the opening of the proposals the CITY will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the CITY's judgment, will serve the best interest of the CITY.
- C. The contract will not be awarded until the bidder has obtained an appropriate Idaho public works license from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

IB-9. FAILURE TO EXECUTE CONTRACT

- A. In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the Engineer of the award of contract, certified check, bank draft, money order or bid bond will be forfeited to the CITY as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the CITY, be awarded the contract.

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

- A. Contractors are not required to pay prevailing wages on this Project. Prevailing wages no longer are required on Public Works projects in Idaho.

IB-12. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT

- A. The contractors, in consideration of securing the business of erecting or construction public works in this State, recognizing that the business in which he/she is engaged is of a transitory character, and that in the pursuit thereof, his/her property used therein may be without the State when taxes, excises, or license fees to which he/she is liable become payable, agrees:
1. To pay promptly when due all taxes, (other than real property), excises and license fees due to the State, its subdivisions, and municipal quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
 2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability, for the payment thereof exists, even though the same constitute liens upon his/her property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 3. That, in the event of his/her default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him/her hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

IB-13. PERFORMANCE PERIOD

- A. This work shall start no earlier than May 5, 2021 and shall be substantially completed no later than August 31, 2021. The work shall be completed within Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

- A. The bidder shall submit a proposal for all divisions, if applicable. Considerations of proposals for each division of work shall be made separately (i.e. one bidder may be awarded one division; another bidder may be awarded one of the other divisions).

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit

prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

- A. All bidders shall comply with Idaho Code Section 67-2310. **Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void.** Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.
- B. The name, address, Idaho Public Works License Number and bid amount for each subcontractor to be utilized on the project must appear on the bid. Every subcontractor intending to perform plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address, and Idaho Public Works License Number which allows it to perform such work, and bid amount for each of the following areas: plumbing work, heating and air conditioning work, electrical work. If a subcontractor intends to perform work in more than one of these specialties, such a subcontractor must list its name, address, Idaho Public Works License Number, and bid amount more than once (i.e., for each of the following subject areas: plumbing work, heating and air conditioning work, electrical work). It is helpful, but not mandatory, that each subcontractor includes its specialty construction category numbers, if any, with its submission of its Idaho Public Works License Number.
- C. Every contractor intending to perform its own plumbing work, and/or heating and air conditioning work, and/or electrical work, must include its name, address, and Idaho Public Works License Number which allow it to perform such work for each of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does not need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.
- D. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may within a reasonable time object to as incompetent or undesirable.

GENERAL CONDITIONS

GC-1. COMPLIANCE

- A. The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his/her surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.
- B. All work shall be completed in accordance with the specifications and plans established for this project.

GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Assistant Parks and Recreation Director	The City Parks & Facilities Manager of Moscow, Idaho, and/or engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned
Attorney	The City Attorney of Moscow, Idaho.
City	The City of Moscow, Latah County, Idaho ("CITY"), a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the CITY is to be considered the acts of the Council acting through the Mayor and Clerk.
City Engineer	The City Engineer of Moscow, Idaho, resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
Clerk	The duly appointed City Clerk of the City of Moscow, Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these

	specifications. The term also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of Moscow, Idaho.
Engineer	The Project Engineer, if such is designated by the Contract Documents.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the "Contractor" but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him/her such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him/her from responsibility for errors of any sort in shop drawings or schedules.
- D. The Contractor shall keep one (1) copy of all drawings and specifications on the work, in good order, available to the Engineer, CITY, and its representatives.

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

- A. No alteration or modification of the terms and conditions of the Contract Documents, except by written change order as provided herein, will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor, CITY, and the Engineer.

GC-5. INVESTIGATION BY BIDDERS

- A. The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine and investigate the entire bid prices submitted on their proposals. No bidder may, without the consent of CITY, withdraw his/her proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing his/her proposal.

GC-6. NON-DISCRIMINATION

- A. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or disability.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

- A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitted proposals hereunder must apply to the Engineer for the required information or explanation before the bids are submitted.
- B. The request for such explanation or interpretation shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the Engineer in writing and a copy will be filed in the office of the City Clerk. CITY will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold CITY or any person responsible for any error or omission that may have been made by the bidder.

GC-8. CONTRACTS

- A. Contract Form
 - 1. A copy of the construction agreement form is included in these documents.
- B. Execution of Agreement
 - 1. Within ten (10) days after receiving properly prepared Contract Documents from CITY, the successful bidder shall sign the Agreement. Work shall be started upon written notice to proceed from the Engineer.

C. Subcontracts

1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.
 - a. The Contractor shall bind every subcontractor to the following:
 - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
 - (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
 - (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.
 - b. The Contractor agrees:
 - (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
 - (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.

- (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him/her as the total amount certified to the Contractor is to the value of the work done by him/her.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

D. CITY's Right to Terminate Agreement - If the Contractor:

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or
2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or

3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then CITY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. CITY may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an Agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.
11. Costs and charges incurred by CITY, together with the cost of completing the work under the Agreement, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, then the Contractor and its surety shall be liable and shall pay to CITY the amount of such excess.

E. Contractor's Right to Stop Work or Terminate Agreement:

1. If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him/her, or if the Engineer should fail to issue any certificate for payment within twenty-two (22) days after it is due, or if CITY should fail to pay to the Contractor within twenty-two (22) days of its maturity and presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to CITY and Engineer, stop work or terminate this Agreement or recover from CITY payment for all work

executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment:

1. The Contractor shall not assign this contract or sublet or subcontract any portion of it without the prior written consent of CITY nor shall the Contractor assign any moneys due or to become due to him/her hereunder, without the prior written consent of CITY. Any such assignment or sublet without such prior written consent shall be null and void and shall be a ground for termination for cause of this contract by CITY.

GC-9. QUANTITIES FURNISHED BIDDERS

- A. Unit Price Contract. The estimates of quantities are only approximate and are for the purpose of comparing bids. CITY reserves the right to increase or decrease individual items in such amount as may be in CITY'S sole judgment, to CITY'S best interests depending upon conditions encountered or observed during the Project. It shall be CONTRACTOR'S responsibility to satisfy itself as to the accuracy of the estimates. The Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal.

1. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:
 - i. If the total cost of a particular item of Unit Price Contract amounts to fifteen percent (15%) or more of the total Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Contract performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Bid Form; and
 - ii. If there is no corresponding adjustment with respect to any other item of Work; and
 - iii. If CONTRACTOR thinks that CONTRACTOR has incurred additional expense as a result thereof; or if the CITY thinks that the quantity variation entitles the CITY to an adjustment in the unit price, either the CITY or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of one hundred twenty-

five percent (125%) of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the CITY or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with the General Conditions.

Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of Unit Price Work performed by CONTRACTOR.

- B. **Lump Sum Contract.** The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be performed for such sums as the Engineer may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he/she deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons whom he/she has reasonable objection.

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.
- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

- A. CITY shall have the right to issue written change orders to Contractor within the general scope of the work without the consent of the Contractor and without notice to any surety of the Contractor. If for any reason extra work is ordered by CITY and the compensation for such extra work cannot be agreed upon in advance, such work will be paid for at the actual cost of the labor, materials, and field supervision required, with the addition of not to exceed a total of fifteen percent (15%) to cover general overhead and profit (including subcontractor's general overhead and profit), use of small tools, payment of insurance and medical aid, taxes, and all other costs in connection therewith. If a fixed sum or unit prices can be agreed upon for any extra work that may be ordered, such sum and prices, together with a description of the work, shall be made a part of the written order. Such orders will be prepared by the Engineer in triplicate, with one (1) copy to CITY, one (1) to the Contractor and one (1) retained by the Engineer.
- B. If during the progress of the work, the Contractor believes he/she is entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to CITY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, CITY may, at its discretion, reject the claim. CITY shall specifically reject claims of this nature that have been withheld by the Contractor for more than thirty (30) days.

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.

- C. CITY may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 3. Failure of the Contractor to make proper payments to a subcontractor;
 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:
1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall

entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.

2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make

progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying CITY of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.
- B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.
- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.
- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11.

- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and Agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.
- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.
- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

GC-17. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED

- A. The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied CITY in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation,

or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.

- B. The Contractor shall take out and maintain during the term of this Agreement, statutory worker's compensation insurance for all employees who will work on this Project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.
- D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.
- F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

- A. The Contractor shall furnish CITY a license or licenses for the use of any process or processes in connection with this Project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

- A. The Contractor shall be responsible for all work until its acceptance by CITY.
- B. The Contractor shall be responsible for all quality control including but not limited to tests and inspections; correction, removal of defective work.

1. Tests and Inspections

- a. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- b. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for CITY's and Engineer's acceptance of the Work at the site except: costs incurred in connection with tests or inspections as otherwise specifically provided in the Contract Documents.
- c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- d. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to City and Engineer.
- e. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- f. Uncovering Work as provided in paragraph e. above shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

GC-20. USE OF COMPLETED PORTION

- A. CITY reserves the right to use and occupy any portion of the improvement which has been completed sufficiently to permit use and/or occupancy, and such use and/or occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which CITY may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

GC-21. SIGNATURES

- A. A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the Agreement, the Agreement shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or Agreement is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized

partner of a co-partnership may sign the Agreement subject to the approval of the Attorney, who may, at his/her discretion, require each and every member of the co-partnership to sign the Agreement.

GC-22. ORDERS TO BEGIN WORK

- A. The successful bidder shall not begin work until after the Agreement has been executed and the surety bond and insurance has been approved by the Attorney. The order for the Contractor to begin work shall be issued by the Engineer by a written "Notice to Proceed".

GC-23. ORDER OF WORK

- A. The Agreement period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.
- B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.
- C. The specific details of the order of work will be established by the Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Engineer. At this time the successful bidder shall present a written schedule for the entire Project, specifying the beginning and completion dates for each phase of work. Once approved by the Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability to the Engineer or CITY for Contractor's means, methods, sequences, techniques or site safety.

GC-24. EFFICIENCY OF OPERATION/LICENSING

- A. The work embraced in this Project shall be started at the earliest possible date after issuance of the Notice to Proceed, and shall be prosecuted regularly and without interruption thereafter, unless otherwise directed by the Engineer. The Contractor shall furnish work force and equipment sufficient to accomplish full completion of the work within the time specified in the proposal and Agreement. The Contractor shall at all times employ efficient and experienced workers. Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with law and/or regulation.

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:

1. Inform the Engineer in writing of such need; and
 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 et seq.
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.
- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

- A. The Contractor shall be responsible for the safety of his/her work, equipment, and materials until the finished project is accepted by CITY.

GC-27. GUARDS AND BARRICADES

- A. The Contractor shall erect and maintain such barricades, detour signs and warning lights as will effectively mark any hazards or detours and the Contractor shall be liable for any damage occasioned by his/her acts or negligence, or the acts or negligence of his/her employees, agents or subcontractors, and shall indemnify CITY and the Engineer against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices".

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

- A. Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the

signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Engineer and Streets Department. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-29. MAINTAINING POSTAL SERVICE

- A. Postal service shall be maintained in accordance with instructions of the U.S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office Department, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the Post Office Department.
- B. It will be the Contractor's responsibility to contact the U.S. Post Office Department for their requirements in maintenance of postal service and to follow those requirements.
- C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.
- D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-30. EMERGENCY WORK

- A. The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays unless such work is ordered in writing by the Engineer.

GC-31. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him/her shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in

the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.

2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event, CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

1. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. CITY shall give notice of observed defects with reasonable promptness.

C. Deductions for Uncorrected Work:

1. If the Engineer and CITY deem it inexpedient to correct work injured or done not in accordance with the Agreement, an equitable deduction from the Agreement price and/or extended warranty shall be made therefore.

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis of quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials of a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied

by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.

- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

- A. The Contractor shall, within ten (10) days after receipt of this notice to proceed, submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

GC-35. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.
- B. It is the Contractor's responsibility to notify "CALL BEFORE YOU DIG" at nationwide #811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- C. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of

construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.

- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

- A. The Contractor shall clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's work.

GC-37. CLEANUP

- A. The Contractor shall at all times during the work keep the premises clean and orderly. He/she shall promptly remove all waste materials and rubbish. All directions from the Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

GC-38. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT (https://tax.idaho.gov/forms/EFO00168_05-27-2020.pdf). Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make final payment to Contractor until a tax release (https://tax.idaho.gov/forms/EFO00234_05-27-2020.pdf) from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

- A. In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained

by any person, persons, or property on account of the operations of the Contractor or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his/her subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-40. JURISDICTION AND DISPUTE RESOLUTION

- A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.
- B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.
- C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:
 - 1. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 2. gives written notice to the other party of the intent to file an action in the Second Judicial District of the State of Idaho which court, the parties agree, is the court with jurisdiction to hear the dispute. The action must then be filed not later than sixty (60) days after substantial completion of the Project.

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:
- B. Those required by the Moscow City Code, such as:

Community Forestry Ordinance	§5-8-1 et seq.
Building Code	§7-1-1 et seq.
Plumbing Code	§7-1-2 et seq.
Electrical Code	§7-1-3 et seq.
Gas Code	§7-1-4 et seq.

Contractor Licensing Ordinance §7-16-1 et seq.

- C. Those required by the Idaho Code or other State Law.
- D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

- A. Contractor shall comply with all statutes and regulations regarding environmental matters, including, but not limited to, matters of health, safety, exposure, disposal, reporting, mitigation, etc.

GC-43. NO THIRD PARTY BENEFICIARIES

- A. No claim as a third party beneficiary under this Agreement by any person other than Contractor shall be made or shall be valid against CITY, and CITY shall not be liable for or be held to pay any money to such person.

GC-44. COMPLIANCE WITH GRANT CONDITIONS

- A. Contractor shall comply with all conditions of, and all laws applicable to, and all policies, practices and procedures of the City applicable to, any federal, state or local grant received by the City or Contractor at any time with respect to this contract or with respect to the provision, performance or completion of the work.

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

The scope of work for the project is as set forth in the project specific plans and specifications.

The intent of the contract is to provide for the construction and completion in every detail of the work described.

The City reserves the right to make, at any time during the progress of the work, such changes in quantities and such alterations in the scope of work as are necessary to satisfactorily complete the project and the Contractor shall perform the work as altered. Compensation for change in scope of work will be in accordance with the project specific contract documents.

Unless otherwise noted, all labor, materials, and equipment necessary for the execution and completion of the work shall be furnished by the Contractor.

ES-2. TRAFFIC CONTROL/R.O.W USE PERMITS

2.1 Traffic Control

- A. The Contractor shall obey all rules, laws, ordinances and regulations of all traffic regulatory authorities having jurisdiction regarding the closing or barricading of public streets. Work shall not begin until the proper permits have been acquired and all required traffic control devices are in place.
- B. Prior to commencement of work, the Contractor shall submit to the Engineer for review, Traffic Control Plan(s) created by an *ATSSA or ESC certified Traffic Control Supervisor*. The plan shall be consistent with requirements detailed in the current edition of the Manual of Uniform Traffic Control Devices and shall include identification of detour routes for pedestrians. All traffic control devices shall be MUTCD approved, and installed and maintained by *ATSSA or ESC certified Traffic Control Technicians*. In the event where flagging is required to control traffic flow around a work zone, all flaggers shall have a *current ATSSA or ESC flagging card*.

Traffic control plans for work within State of Idaho highway right-of-way must also be approved by the Idaho Transportation Department.

- C. The work shall be carried out so as to cause a minimum of dislocation of normal commercial pursuits. Traffic must be kept open on roads and/or streets where no detour is possible. The Contractor shall, in addition to other requirements contained herein, without further notification or other order, provide, erect, and maintain at all times during the progress or temporary suspension of the work, barricades, fences, signs, flaggers, or other protection in accordance with the most current

edition of the "Manual on Uniform Traffic Control Devices" and shall provide, keep, and maintain such danger lights, signals, and flaggers, as may be necessary or ordered by the Engineer and/or traffic regulatory authorities having jurisdiction to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected by signal lights which shall be suitably distributed across and along the roadway and which shall be kept burning from one hour before sunset until one hour after sunrise and at other times as vision is obscured by fog, smoke, or dust.

- D. The Contractor shall promptly reopen streets and driveways to the public after construction work requiring their closure is completed, and all safety issues have been resolved. Local traffic shall be provided access to private properties at all times, except during necessary stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of hot mix asphalt pavement, placing and curing of Portland cement pavement, and deep sewer excavation which prohibits safe travel of vehicular traffic. No private driveway may be closed except as provided here-in, or unless permission is given the Contractor by the owner of the property affected. Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times. The Contractor shall be solely responsible for any damages which may result from failure to provide such reasonable access.
- E. The Contractor shall take every precaution to protect pedestrian, bicycle and vehicular traffic. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions and safeguards, he/she shall do so immediately, and to whatever extent the Engineer directs at no additional cost to the City. Should the City Engineer deem it necessary to augment the traffic control devices and the Contractor be unresponsive or unwilling to do so, the Contractor will be charged the customary rental rate and force account charges for the required personnel to bring the site into compliance with the MUTCD.

2.2 Right of Way Use Permits

- A. All street and sidewalk closures require a City issued Street Closure Permit.
- B. Work within public right of way requires a City issued Right of Way use permit.
- C. Work within State of Idaho highway right-of-way requires an Idaho Transportation Department (ITD) permit. These permits must be obtained through the City; not directly from ITD.

2.3 Payment: Traffic Control

Traffic control will be paid for as incidental to other bid items if there is no specific bid item for traffic control included in the proposal; OR, as a lump sum amount if traffic control is included as

a separate pay item in the proposal. Lump Sum price for traffic control includes furnishing, installing and maintaining the required devices to comply with MUTCD requirements.

ES-3. MATERIALS

All materials shall be new, free of defects, manufactured in the USA, and shall be furnished and installed according to the manufacturer's specifications.

ES-4. REMOVALS AND DISPOSALS

The Contractor shall be responsible for all removals indicated on the Plans and in the Specifications, and as may be necessary to complete the work in accordance with the true intent and meaning of the drawings and the details.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed areas, or where removals are made, so that such adjacent work is left in the same state as their original condition. Such applications specifically shall apply to private driveways with the intent that all such driveways will be left with a smooth consistent and constant grade constructed of the same material and to the same specifications as originally used in constructing the driveway.

When salvageable material is to remain Contracting Agency property, the Specifications will identify the material and describe how the Contractor shall remove it and where it will be stored. Any material not named in the Specifications as Contracting Agency property will become the property of the Contractor and shall be removed from the project.

The Contractor may dispose of waste material in Contracting Agency-owned sites if the Specifications or the Engineer permits it. Otherwise, the Contractor shall arrange to dispose of waste at no expense to the Contracting Agency.

The Contractor shall acquire all permits and approvals required for the use of the disposal site. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

The Contractor shall provide the Engineer the location of all disposal sites to be used and also provide copies of the permits and approvals for such disposal sites before any waste is hauled off the project.

The Contractor shall protect, indemnify, and save harmless the Contracting Agency from any damages that may arise from the Contractor's activities in making these arrangements. Any action required to satisfy any permit and/or any approval requirements in a Contractor-provided disposal site shall be performed by the Contractor at no additional expense to the Contracting Agency.

Removals and disposals will be paid by lump sum or unit price:

The price shall include all costs incurred to remove and dispose of the items bid including labor and equipment and other incidental costs.

ES-5. EARTHWORK

5.1 Excavation

All excavation shall be unclassified, except that which is required for the installation of pipe (storm, sanitary, water, drain), which is classified as trench excavation.

This work shall consist of excavation and disposal of all material, not being removed under some other item, which is encountered within the limits of the work necessary for the construction in accordance with the Specifications and in reasonably close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer.

This work shall include all excavation performed under this item regardless of the material encountered.

This work shall include the removal and disposal of any structure or any miscellaneous obstructions which are visible or are indicated on the plans which encroach upon or otherwise obstruct the work and for which a separate bid is not taken.

This work shall also include the preparation of the subgrade when the subgrade is not on a fill section. Subgrade elevation shall be below the gravel base elevation of pavement as indicated on the plans, and shall conform to the crown of the finished pavement surface. All depressions or ruts containing water shall be drained, as arranged with the Engineer. The entire surface shall be bladed to remove inequalities and secure a uniform surface. Line and grade stakes will be provided once by the Engineer, or his representative. The Engineer, or his representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary. The subgrade shall be brought to a firm unyielding surface, true to line, grade, and cross section, by rolling and processing with equipment generally used for this purpose and acceptable to the Engineer. All soft, spongy, or yielding spots, which may be ordered to be removed by the Engineer, shall be entirely removed and replaced with geotextile and suitable rock material and thoroughly compacted to the satisfaction of the Engineer.

5.2 Structural Fill

This work shall consist of furnishing and placing selected material in one or more courses to form a stable roadbed in accordance with these specifications and in conformity with the Plans.

Structural fill (also 'Borrow' or 'Embankment') may consist of naturally occurring sand, sand gravel, sand and rock mixtures, decomposed granites, and native loess or clays. Sand and rock mixtures shall contain sufficient sand to fill the voids of the larger gravel and stone to permit the required compaction. All borrow must be obtained from designated or

approved sources. Structural fill shall be free of roots, bark, topsoils or other organic materials.

The surface upon which the structural fill is to be placed shall conform to the established lines and grades and shall be smooth and uniform, having been cleared of all vegetation, roots, stumps, topsoil, and foreign material.

The Contractor shall use necessary precautions in loading borrow to assure reasonable uniformity in grading.

Borrow shall be compacted with modern, efficient, compacting equipment satisfactory to the Engineer.

Embankment shall be placed in successive horizontal layers not exceeding eight (8) inches in loose thickness. All embankment shall be compacted to at least ninety-five (95) percent of the maximum density in accordance with AASHTO T-99. At all locations that are inaccessible to a roller, the embankment shall be brought up in horizontal layers and compacted thoroughly with mechanical tampers. The horizontal layers shall not exceed eight (8) inches in loose thickness. The compacting equipment may be of any type provided they are capable of compacting each lift of the material to the specified density.

5.3 Payment

The accepted quantities of EXCAVATION will be paid for by the per cubic yard unit price or by lump sum. The quantity of excavation, as listed on the proposal or measured in the field, shall be used to compute the final payment, exclusive of any extra work ordered by the Owner or his representatives, as provided under Section GC-11, Extra Work.

The accepted quantities of STRUCTURAL FILL will be paid for by per cubic yard unit price or by lump sum. The unit price per cubic yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the borrow as herein specified and as shown on the plans.

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

Geotextile shall be Type II, nonwoven or woven, as set forth in Section 718.07 – Subgrade Separation Geotextile Property Requirements of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.2 Construction Requirements

Geotextile shall be furnished and installed in accordance with Section 640 – Construction Geotextiles of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.3 Payment

Geotextile will be paid for on the basis of unit price, per square yard, furnished and installed.

ES-7. CRUSHED ROCK BASE

7.1 Description

This work shall consist of furnishing and placing one or more courses of aggregate on a prepared surface in accordance with these Specifications and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the Plans and/or established by the Engineer.

The Contractor shall make their own arrangements for obtaining crushed rock base material and shall designate the source of same in ample time to permit sampling and testing by the Engineer.

7.2 Aggregate

A. 3/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

B. 1-1/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90 – 100
1/2 inch	60 – 80
No. 4	35 – 60
No. 8	25 – 50
No. 30	10 – 30
No. 200	2 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

7.3 Test Methods

Tests shall be made in accordance with the following applicable standard methods:

Field determination of density of soil in-place and percent compaction.	Idaho T-74
Compaction standard for coarse granular materials by use of the vibratory spring-loaded compactor.	Idaho T-74
Moisture density relations using a 5.5 lb. rammer and 18-inch drop, method A or C.	AASHTO T-99
Nuclear method for the determination of percent compaction in place density and moisture content of soils and aggregates.	WAQTC TM7

7.4 Placing

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. Geotextile fabric shall then be placed upon the full width of the compacted subgrade. The geotextile fabric shall be as specified in Specification ES-6. Joints between sections of fabric shall overlap a minimum of 2 feet along longitudinal joints and a minimum of 6 feet at end joints.

If the required compacted depth of the base course exceeds 8.0 inches, the base shall be constructed in two or more layers of approximate equal thickness.

7.5 Mixing

Unless otherwise specified, the Contractor shall mix the base course by any one or a combination of the three methods specified below:

Stationary Plant Method. The aggregate and water shall be mixed in an approved mixer. Water shall be added during the mixing operation in an amount necessary to facilitate compaction. After mixing, the base material shall be placed on the roadbed by means of an approved aggregate spreader.

Travel Plant Method. After the material for each layer of base course has been placed through an aggregate spreader or windrow sizing device, the base shall be uniformly mixed by a traveling

mixing plant. During the mixing, water shall be added in an amount necessary to facilitate compacting.

Road Mix Method. After material for each layer of base course has been placed, the materials shall be mixed by motor graders or other approved equipment until the mixture is uniform throughout. During the mixing, water shall be added in an amount necessary to facilitate compaction.

7.6 Shaping and Compaction

After each layer has been spread it shall be compacted for its full width. The choice of compaction equipment will be left to the Contractor. Compaction shall continue until not less than 95% of the standard density is attained as determined by AASHTO T-99.

At the request of the Contractor, the Engineer, or his representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary.

All soft, spongy, or yielding spots, which may be ordered repaired by the Engineer, shall be repaired in accordance with Specification ES-8.

7.7 Payment

The accepted quantities of CRUSHED ROCK BASE will be paid for by the unit price per ton. The unit price per ton shall include all materials, labor, equipment and other costs incidental to furnishing and placing the crushed rock, as herein specified and as shown on the plans.

Weight slips, in duplicate form, shall accompany each load of crushed rock to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his representative, and one copy will remain with the truck driver, before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or his representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site, in order to assure the presence of the Engineer, or his representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-8. SOFT SPOT REPAIR

8.1 Materials

Geotextile shall be Type II, nonwoven or woven as per Specification ES-6. Crushed Rock Base shall be 1-1/4" (-) crushed basalt per Specification ES-7.

8.2 Construction Requirements

All soft spots in the subgrade shall be called to the attention of the Inspector prior to placing the geotextile fabric. The Inspector shall determine where additional excavation is necessary and instruct the Contractor on such over excavation.

All soft, spongy, pumping or yielding areas will be ordered by Engineer to be repaired as herein described:

1. Remove subgrade to a depth of one foot below design subgrade elevation.
2. Add Subgrade Separation Geotextile to the bottom of the excavated area. This layer of geotextile will be in addition to that required for the entire subgrade area.
3. Backfill the area with Crushed Rock Base (95% min. compaction) to subgrade design elevation.

Dispose of the excavated material per Specification ES-4.

The Contractor shall cooperate with the City in determining the areas that require Soft Spot Repair by furnishing a loaded dump truck and operator to roll over the entire subgrade area and, with the assistance of a City representative, locate and mark all soft spots.

8.3 Payment

SOFT SPOT REPAIR will be paid for on the basis of unit price, per square yard, complete, in-place; including excavation, base aggregate and geotextile.

The Engineer may determine that excavation in excess of the one-foot depth may be required to accomplish the repair; in such instance's compensation will be adjusted proportionately.

ES-9. WATERING

Bulk water furnished to contractors for the construction of City funded projects will be provided at NO cost to the contractor. Bulk water furnished to contractors for purposes other than the construction of City funded projects must be purchased from the City. All bulk water use by contractors will be metered and paid for under rates and fees established by the City's most current adopted fee schedule and pursuant to City Code.

ALL BULK WATER WILL BE FURNISHED IN ACCORDANCE WITH THE CITY OF MOSCOW'S 'BULK WATER USE POLICY'.

Contractors shall coordinate ALL water usage with the Moscow Water Department.

ES-10. WEIGHING

Weighing equipment for the weighing of crushed stone surfacing materials, bituminous construction, etc., shall consist of and conform to Section 109, of the latest edition, of the Idaho

Transportation Departments Standard Specifications for Highway Construction, and amendments thereto. In any event, the scales shall be tested and sealed, at the expense of the Contractor, as set forth in the Standard Specifications listed above. Weight slips in duplicate form shall accompany each load of crushed rock or asphalt to the construction site.

ES-11. CONCRETE

11.1 General

Portland cement concrete shall conform to Section 502 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, and as follows:

Portland cement concrete shall be composed of Portland cement, fine aggregate, coarse aggregate and water, proportioned and mixed in accordance with these specifications. Unless otherwise provided, the Portland cement concrete shall be Idaho Transportation Department Class 40B having a minimum unit compressive strength at 28 days age of 4,000 psi. Class 40B concrete shall have 6 sacks of cement per cubic yard of concrete and an air entrainment content of 6.5 percent, plus or minus 1.5 percent. The slump shall be a maximum of five (5) inches and shall not vary more than one (1) inch from the average.

11.2 Portland Cement

Portland cement shall conform to AASHTO M-85, Type I or II and shall contain no more than 0.60 percent total alkali. Type III can be used with prior approval of the Engineer.

Unless otherwise permitted, the product of only one mill or any one brand and type of Portland cement shall be used on any single pour.

11.3 Aggregates

Aggregates shall be reasonably free from wood, roots, bark, soft or disintegrated pieces, or other deleterious matter. Blend sand may be approved for use to correct deficiencies in the grading sizes, provided the combination meets the specification requirements for the class of material being produced.

Fine aggregate for concrete shall conform to the following gradation:

Sieve Size	Percent Passing
3/8 inch	100
No. 4	95 – 100
No. 16	45 – 80
No. 50	10 – 30
No. 100	2 – 10
No. 200	0 – 4

Sand equivalent shall be a minimum of 70.
 Fineness modulus to be between 2.50 and 3.10 (AASHTO M-6).

The amount of deleterious substances shall not exceed the following limits:

	Percent by Weight Maximum
Clay lumps	1.0
Coal & lignite	1.0
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

Organic impurities shall not exceed those specified in AASHTO T-21. Mortar making properties shall conform to AASHTO T-71 or ASTM C87.

Coarse aggregate for concrete shall conform to the following gradations for coarse aggregate size No. 3:

Sieve Size	Percent Passing
1 1/2 inch	100
1 inch	95 – 100
1/2 inch	25 – 60
No. 4	0 – 10
No. 8	0 – 5

The amount of deleterious substances shall not exceed the following limits:

	Percent by Weight (Maximum)
Coal & lignite	1.0
Clay lumps	0.5
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

11.4 Water

Water for concrete shall be obtained from any source of potable water. Sources of non-potable water shall be approved before use.

11.5 Curing Compound

The curing compound shall be a liquid membrane-forming curing compound conforming to AASHTO M-148 Type I, with a fugitive dye and shall be applied to all finished concrete surfaces immediately after the concrete has set.

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

- A. Concrete shall be mixed and delivered by means of any of the following:
 - 1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)
 - 2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)
 - 3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)
 - 4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)
- B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.
- C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.
- D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50 or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.
- E. When a truck mixer is used for complete mixing each batch of concrete shall be mixed for not less than 70 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing, if any, shall be at agitating speed.

- F. When a truck mixer or agitator is used for transporting concrete that has been completely mixed in a stationary mixer, mixing during transport shall be at the agitating speed.
- G. Unless otherwise approved, when a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharged completely within 1-1/2 hours or before the drum has been revolved 300 revolutions, whichever comes first, after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, a time less than 1-1/2 hours may be directed. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. If additional mixing water is required to replace evaporated mixing water to maintain the specified slump and is added with the permission of the Engineer, a minimum of 20 revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete.

Tests for consistency may be made at approximately the beginning, the midpoint, and the end of the load. If the results vary by more than the tolerance specified below, the mixer or agitator shall not be used until the condition is corrected.

<u>When Average Slump is</u>	<u>Tolerance</u>
3 inches or less	1/2 inch
More than 3 inches	1 inch

- H. Central mixing concrete may be transported in suitable non-agitating equipment. The bodies of such equipment shall be smooth, watertight metal containers.

12.2 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed, unless otherwise approved by the Engineer, and in no instance shall concrete be re-tempered at a rate in excess of 1 gallon of water per 1 cubic yard of concrete remaining in the truck.

12.3 Placing Concrete

General. Concrete shall not be placed until forms have been checked and approved by the Engineer. The forms shall be clean of all debris before concrete is placed. Concrete shall be placed so as to avoid segregation of the materials and the displacement of the reinforcement. Care shall be taken to fill each part of the form by depositing the concrete as near the final position as possible. After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcement.

12.4 Cold Weather Concreting

Heating and Placing Concrete. Before any concrete is placed, all snow and frost shall be completely removed. Concreting operations shall meet the following requirements when the ambient temperature falls below 40 degrees F.

To achieve adequate curing, the temperature of the concrete shall be maintained above 50°F during the entire curing period or 7 days, whichever is greater. The concrete temperature shall not be allowed to fall below 35°F during this time. Prior to placing concrete in cold weather, the Contractor shall provide a written procedure for cold weather concreting to the Engineer. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below 35°F. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor's cold weather protection plan has been approved by the Engineer.

The Contractor shall furnish concrete that will have a temperature of at least 50 degrees F and not more than 80 degrees F at the time of placing. Heating equipment shall heat all the materials uniformly. Such heating shall prevent the occurrence of non-uniform moisture contents or contamination in the aggregates. Aggregates shall be heated in a manner such that frozen lumps, ice and snow are eliminated. The average temperature of an individual batch of aggregate shall not exceed 150 degrees F.

The Contractor is solely responsible for protecting concrete from inclement weather during the entire curing period. Permission given by the Engineer to place concrete during cold weather will in no way ensure acceptance of the Work by the Contracting Agency. Should the concrete placed under such conditions prove unsatisfactory in any way, the Engineer shall still have the right to reject the Work although the plan and the Work were carried out with the Engineer's permission.

12.5 Placing in Hot Weather

The temperature of the concrete shall not exceed 80 degrees F at the time of placement. When the combination of ambient air temperature, concrete temperature, humidity and wind is such that rapid evaporation of moisture from the concrete surface will take place, the Contractor shall take measures to slow the evaporation to tolerable limits. Such measures may include, but not limited to, erecting sun shades or placing at night or early morning. Ice may be used as a part of the mixing water providing it has completely melted by the time mixing is completed.

12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, he/she may declare the concrete defective and require the removal and replacement of that portion of the structure affected. All holes and depressions shall be cleaned, thoroughly wetted, and filled with cement mortar composed of one part of cement to two parts of sand. All fins caused by form joints and other projections shall be removed above ground line. The resulting surfaces shall be

reasonably smooth and uniform in texture and color. After the concrete is placed, it shall be struck off with a template or a vibrating screen. Concrete shall be finished to an even surface by means of both longitudinal and transverse floats. The use of power trowels will not be permitted.

When concrete sidewalk has hardened sufficiently the surface shall be given a broom finish. The broom shall be of an approved type. The stroke shall be perpendicular to the centerline with adjacent strokes, slightly overlapped. The finish shall be free from porous spots, irregularities, depressions, small pockets or rough spots.

12.7 Curing Concrete

Concrete surfaces shall be kept completely and continuously moist until a curing method is applied. Curing compound shall not be applied to concrete surfaces before the finishing has been acceptably completed and shall not be applied to construction joints or to the inside faces of joints to be sealed with silicone joint sealer. The curing compound shall not be applied during rainfall.

Prior to completion of the curing period, if any membrane surface is marred or damaged by scuffing and wear, the Engineer may require an immediate application of the same type membrane or water cure for the remainder of the cure period.

Membrane forming curing compounds shall be thoroughly mixed before use and agitated during application to prevent settling of the suspended solids. The membrane must be uniformly applied.

Membrane forming curing compounds shall be applied to the finished concrete immediately after the bleed water or free-water sheen leaves the surface of the finished concrete surface.

The curing compound shall be a liquid membrane curing compound conforming to AASHTO M-148 Type I. Curing compound shall be applied under pressure, at the rate of application as directed, and shall be at least 1 gallon per 200 square feet for each application. All concrete cured by this method shall receive two applications of the curing compound for a total minimum coverage of 1 gallon per 100 square feet. The first coat shall be applied immediately after stripping the forms and/or acceptance of the concrete finish. If the surface under the forms has dried the concrete shall be thoroughly wet with water and the curing compound applied just as the surface film of water disappears. The second application shall be applied after the first application has set. During curing operations all unsprayed exposed surfaces shall be kept wet with water.

Should the film become damaged from any cause, within 10 days, the damaged portion shall be repaired immediately with additional compound.

If this curing compound is applied to construction joints, it shall be removed by sandblasting before fresh concrete is placed against them.

All membrane forming curing compounds shall be accompanied by a Manufacturer's Certificate of Compliance and shall be approved by the Engineer, prior to its use.

12.8 Correction of Work After Completion of Construction – Two Year Warranty

The contractor/person installing the concrete shall be responsible for faulty and/or non-conforming materials or workmanship for a period of two (2) years from the date of the initial installation; he/she shall remedy any defects due thereto. The City shall give notice of observed defects with reasonable promptness.

Surface scaling (or spalling) of the new concrete surface will be the fundamental consideration for determining non-conforming workmanship and materials requiring remediation. Scaled surfaces exceeding 5% (randomly dispersed or concentrated) per twenty (20) square feet of concrete surfacing area will be considered defective and shall be replaced. Manner and method as well as configuration of the area requiring replacement will be as directed and approved by the City Engineer. All replacement of concrete shall be as per City standards and at the Contractor's expense.

ES-13. CONCRETE CURB

13.1 General

All concrete curb shall conform to the City of Moscow Standard Drawings, the Plans, and Specifications. Concrete for curbs shall conform to the requirements of ES-11 and ES-12 of these specifications.

13.2 Forms

Curb forms shall be set to line and grade as designated; securely staked, and so constructed as to result in finished lines true to the dimensions and shapes shown on the plans.

Forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing while placing concrete. Where a section must be constructed on a curve, straight lengths of the section shall be short enough that the middle ordinate to the curve, from the face of that section, does not exceed one-half (1/2) inch or the section shall be continuously curved.

13.3 Joints

Expansion joints (or thru joints) shall be provided at intervals of forty-eight (48) feet throughout the length of the curb and at the junction of straight curb and radii and at either end of a driveway or alley section. Pre-formed joint fillers of one-half (1/2) inch or three-eighths (3/8) inch thickness will be placed in expansion joints.

Contraction joints (or "Dummy Joints") shall be constructed every sixteen (16) feet. These joints shall be 1/8-inch minimum thickness and constructed to a minimum depth of 1-1/2 inches by scoring with a tool which will leave the corners rounded and destroy aggregate interlock.

13.4 Construction Requirements

- A. **Dimensions.** All curbs, unless otherwise specified, shall be in accordance with dimensions conforming to one of the types shown on City of Moscow Standard Drawings as specified by the approved project plans.
- B. **Consistency.** All Class A curb (cast in place) shall be of good plastic consistency and shall have a slump of three (3) inches and shall be tested by the Engineer according to the provisions of AASHTO T-119.

All Class C curb (extruded) shall meet the requirements for Class A curb, except for the amount of slump which may vary according to the conditions of the concrete mix and the extrusion equipment used. Under no circumstances however, shall the finished curb vary more than one-half (1/2) inch from the design elevation, and not more than ten (10) percent from the dimensions shown in the City of Moscow Standard Drawings and Specifications. Class C curbs will not require expansion joints.

13.5 Finishing

While the concrete is still green, the top and front face, or other exposed portions of the curb, shall be troweled to produce a uniform even surface then given a fine brush finish with brush strokes parallel to the long axis of the curb. Form marks and other irregularities shall be removed. The edges of the curb shall be rounded with an edger. Honeycombed areas in the back of the curb, that in the opinion of the Engineer are not detrimental to the curb, need not be patched.

13.6 Curing

Immediately after finishing, the concrete shall be cured in accordance with the requirements of ES-12.7.

13.7 Backfilling

All curb shall be backfilled as described herein. If sidewalk or concrete pavers are to be constructed behind the curb, all backfill material shall be 3/4" minus crushed aggregate. If the area behind the curb is to be lawn or planted area, the top 16 inches shall be topsoil. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

13.8 Payment

The accepted quantities of curb will be paid for by the unit price per linear foot. Compacted aggregate base under the curb and curb and gutter pan at catch basin locations will be considered incidental to the unit price for the curb. The unit price per linear foot shall include all materials, labor, equipment and other costs incidental to constructing concrete curb as herein specified and as shown on the Plans and special drawings.

ES-14. CONCRETE SIDEWALK

14.1 General

All concrete sidewalk, including driveways, shall conform to the City of Moscow Standard Drawings, Contract Plans, and Specifications. Concrete for sidewalks shall conform to the requirements of ES-11 and ES-12 of these specifications.

14.2 Gravel Base

Sidewalk shall be constructed on a compacted base of (3/4) inch minus crushed rock; base aggregate shall be placed on compacted, non-pumping subgrade. The crushed rock shall have the following gradation:

Sieve Size	Percent Passing
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

The total thickness of the gravel base shall be at least six (6) inches, compacted, in-place.

The gravel base shall be graded, rolled, tamped, or otherwise compacted to ninety-five (95) percent of the maximum density determined in accordance with AASHTO T-99.

The gravel base shall be thoroughly sprinkled with water before the concrete is placed.

All cost for furnishing and placing gravel base for sidewalks shall be included in the unit price bid on the bid proposal form for constructing concrete sidewalks. No additional compensation will be made for this gravel base.

14.3 Construction requirements

- A. Dimensions. Sidewalk width, thickness, and reinforcement shall be as shown on the City of Moscow Standard Drawings.

Sidewalk shall have a cross slope of between 1% and 2%, unless otherwise approved by the Engineer.

- B. Forms. Side forms shall be rigid and shall bear full length on the compacted gravel base and shall be the full depth of the finished walk. Forms shall be well staked, braced or otherwise rigidly held to true line and grade and shall rest upon stakes driven into the ground at intervals sufficient to provide rigid support. If metal forms are used they shall be of a type satisfactory to the Engineer.

- C. **Placing and Finishing Concrete.** SLUMP SHALL NOT EXCEED FIVE (5) INCHES. The concrete shall be spread uniformly between the forms and thoroughly consolidated and leveled with an approved strike board. Expansion joints of premolded joint material one-half (1/2) inch thick or three-eighths (3/8) inch thick may be constructed through the sidewalk at intervals of twenty (20) feet. Expansion joints may also be located where new sidewalk meets existing concrete, unless otherwise approved by the Engineer. Where applicable, joints in sidewalks and curb shall coincide.

After the concrete has been thoroughly consolidated and leveled it shall be bull floated to eliminate high and low spots and to embed large aggregate. The concrete shall then be allowed to harden properly before jointing, edging, and brooming is completed.

Contraction joints shall be tooled into the concrete every four feet for four-foot-wide sidewalk and five feet for five-foot-wide sidewalk, shall be 3/8 inch minimum in depth, and shall be perpendicular to the direction of the walk. All joints shall then be edged with a 3/8-inch radius edger and the sidewalk edges shall be tooled with a one-half (1/2) inch radius edger.

After edging and jointing has been completed the concrete shall be smoothed with wood or metal hand floats. The floated surface shall then be coarse broomed uniformly in a transverse direction with a fiber hair brush or an approved type.

The placing and furnishing of all sidewalk shall be performed under the control of the Engineer, or his representative, and the tools shall meet with his approval.

The contractor shall keep a person at the job site for a minimum of four hours following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete. Concrete left unattended, if damaged or defaced shall be replaced at contractor expense.

- D. **Curing.** Curing shall be performed by applying a sealing compound conforming to AASHTO M-148 Type I to the surface of the concrete immediately after it has set sufficiently to permit such application. Curing shall conform to Section ES-12.7.
- E. **Backfill.** After removal of the forms, the area behind the sidewalks shall be backfilled and compacted with at least sixteen (16) inches of topsoil level with the sidewalk and curb. Less than 16 inches of topsoil may be approved where new sidewalk is being constructed along older streets. The topsoil shall be raked or otherwise leveled, taking care to break up large dirt clods and remove large stones. All denuded areas shall be fertilized, resown with grass seed and covered with mulch as specified in Sections ES-27, ES-28.

14.4 Payment

The accepted quantities of concrete sidewalk will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment, and other costs

incidental to construction of concrete sidewalk, including aggregate base, as herein specified and as shown on the Plans and special drawings.

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

The Hot Mix Asphalt (HMA) pavement shall be placed in lifts to the thickness as specified on the Contract Plans and as required by the Standard Construction Drawings.

PAVEMENT THICKNESS SPECIFIED BY CITY OF MOSCOW DOCUMENTS (STANDARD DRAWINGS, STANDARD SPECIFICATIONS ETC.) SHALL MEAN THE FULLY COMPACTED, IN-PLACE DEPTH.

The materials of which the asphaltic concrete is composed shall be of such sizes and grading that, when proportioned and mixed together, they will produce a uniformly graded mixture, which when tested by means of laboratory screens, will conform to the requirements in the following table. The percentages of refer to the completed HMA mixture. All percentages shall be computed on the basis of weight. Screens and sieves used for determining the percentages of the different sizes of aggregate shall have square openings.

3/4" Superpave HMA Pavement CL SP-2 (Base Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	90 – 100
1/2 inch	90 max
3/8 inch	52 – 80
No. 8	23 – 49
No. 200	2.0 – 8.0

1/2" Superpave HMA Pavement CL SP-2 (Surface Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4 inch	100
1/2 inch	90 – 100
3/8 inch	90 max
No. 8	28 – 58
No. 200	2.0 – 10.0

Superpave hot mix asphalt paving shall conform to the requirements, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Paving asphaltic cement used will be PG58-22 or PG58-28, or an approved equal, and shall conform to the specifications, of the latest edition, of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and amendments thereto.

Section 405, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto, shall apply as to the items of "Weather Limitations, Hauling Equipment, Pavers, Rollers, Mixing Plant, Spreading and Finishing, Joints, Rolling, Surface Smoothness."

A Hveem or Super Pave Mix Design shall be submitted with associated "Job Mix Formula" (JMF) for approval, if required by the City Engineer.

15.2 Rolling and Compaction

Rolling and compaction of the asphaltic concrete mat shall be done in accordance, with the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

Compaction shall be achieved, as per Section 810, of the latest edition of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

The cost of the rolling and compaction shall be included in the price of furnishing and placing superpave hot mix asphalt pavement.

15.3 Tack Coat

Tack coat shall be applied at all edges where the new asphaltic surface joins the existing pavement and shall be applied in accordance with Section 401, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

15.4 Payment

The accepted quantities of superpave hot mix asphalt pavement will be paid for by the unit price per ton or per square yard. The unit price shall include all materials, labor, equipment, and other costs incidental to furnishing and placing the superpave hot mix asphalt pavement herein specified and as shown on the plans.

Weight slips in duplicate form shall accompany each load of superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his representative, and one copy will remain with the truck driver before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or

his representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive on the job site in order to assure the presence of the Engineer, or his representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

Portland cement concrete shall conform to Section ES-11, of these Specifications except as modified by the following sections and subsections.

16.2 Aggregates

Aggregates shall possess such characteristics of shape and size that concrete, prepared from a mixture of fine and coarse material in the proportions specified, will be of satisfactory workability in the opinion of the Engineer. Regardless of compliance with all other provisions of these specifications, if the concrete is not of a workable character or when finished does not exhibit a proper surface, either the fine or the coarse aggregate or both shall be rejected or altered as required by the Engineer.

- A. Fine aggregate shall consist of sand or other inert materials, or combinations thereof approved by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be thoroughly washed to remove clay, loam, alkali, organic matter or other deleterious matter.

Fine aggregate with more than the maximum percentage passing any sieve may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor. Under no circumstances shall the fine aggregate, which has a grading finer than that permitted under Section 703, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, be used in paving concrete.

Fine aggregate shall develop in the mortar strength test, at an age of 7 days, a compressive strength of not less than ninety (90) percent of the strength of a mortar prepared with the same cement (AASHTO T-71 or ASTM C-87).

- B. Coarse aggregate shall consist of gravel, crushed stone or other inert material or combinations, thereof approved by the Engineer, having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be thoroughly washed to remove clay, loam, bark, sticks, alkali, organic matter, or other deleterious material.

Coarse aggregate containing more than the maximum percentage passing any screen may be accepted provided the mix proportions are adjusted to produce concrete having the same

net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor.

Coarse aggregate shall not be used, under any circumstances in paving concrete, when the amount by weight passing the screens exceeds the following:

3/4" square opening.....	70%
3/8" square opening.....	30%

- C. Properties of concrete aggregate shall be determined in accordance with the following methods of test:
1. Amount of Material Finer than No. 200 Sieve in Aggregates: ASTM Designation C-117.
 2. Organic Impurities: AASHTO T-113.
 3. Flexural Strength of Concrete: AASHTO T-104.
 4. Percentage of Particles of Less than 1.95 Specific Gravity: AASHTO T-150.
 5. Clay Lumps in Aggregates: AASHTO T-112.
 6. Abrasion of Coarse Aggregate by Use of the Los Angeles Machine; AASHTO T-96.

16.3 Curing and Protection

- A. Curing and protection shall conform to the specifications of Section 703, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.4 Joint Fillers and Sealants

- A. Joint fillers and sealants shall conform to the specifications of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.5 Air-Entrained Concrete

Air-entrained concrete shall be used, as per ES-11, unless otherwise provided for in the Special Provisions. Either air-entrained Portland cement or an air-entraining admixture shall be added at the mixer.

The volume of air in freshly mixed concrete shall conform to that specified in the table which follows:

AIR CONTENT OF FRESHLY MIXED CONCRETE

Maximum Size of Coarse Aggregate (Inches)	Air Content (Percent by Volume)
--	------------------------------------

1-1/2, 2, and 3	5 ± 1
3/4 and 1	6 ± 1
3/8 and 1/2	$7-1/2 \pm 1$

If the measured air content is found above or below the values contained in the table, the Contractor shall immediately make changes in mixing or materials as will be necessary to comply with the requirements for air content.

If an air-entraining agent is used, it shall be introduced at the nominal rate of one fluid ounce per sack of cement, but the rate shall be varied if necessary to comply with the requirements for air content.

An automatic dispenser accurate to 10%, which will introduce into the mixing water the specified amount of air-entraining agent for each cycle of mixing, shall be connected to the mixer.

Aggregates shall be adjusted to compensate for increased yield resulting from air-entrainment so that the specified amount of cement is contained in each cubic yard of concrete. Adjustment shall be made by decreasing the weight of fine aggregates only, unless otherwise directed by the Engineer.

Other Admixtures: Calcium chloride or any other admixture for any purpose other than air-entrainment may be added only upon the approval of the Engineer and under his supervision.

16.6 Reinforcing Steel

Reinforcing steel shall consist of round or square deformed bars or wire mesh. Square twisted bars shall not be used.

- A. Deformed steel bars for concrete reinforcement sizes No. 3 through 11 shall conform to the requirements of ASTM A-615M, Billet Steel Bars for Concrete Reinforcement, Grade 60, except as noted on the plans and except that the bars shall be made only by the open-hearth process or the electric furnace process.

The form of the deformed bars shall conform to ASTM A-706M, Minimum Requirements for Deformations of Deformed Steel Bars for Concrete Reinforcement.

Deformed bars size No. 14 and size No. 18 for concrete reinforcement shall conform to the requirements of ASTM A-615M, Special Large Size Deformed Billet Steel Bars for Concrete Reinforcement Intermediate Grade.

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.

- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

16.7 Measurement of Materials

The fine aggregate and each size of coarse aggregate shall be measured by weighing. Corrections shall be made for variations in weight of material due to moisture content and specific gravity. The quantities of aggregates used in each batch shall be such that the cement can be measured in full sacks unless it is weighted in bulk.

Fine and coarse aggregate shall be proportioned by weight, except that if the project is small, then volumetric proportioning may be used with permission of the Engineer. In proportioning, the unit of measure for cement will be by the sack, ninety-four (94) pounds.

Weights of fine and coarse aggregate are based on a bulk specific gravity, saturated surface dry, of 2.67. When volume measurements are used, one cubic foot of sand shall be taken as equivalent to 100 pounds of sand and one cubic foot of gravel shall be taken as equivalent to 105 pounds of gravel. Corrections must be made for contained moisture in the aggregates and variations in specific gravity.

Concrete mixes shall be proportioned to the satisfaction of the Engineer. The proportion of aggregate may be altered to give better workability only upon written approval of the Engineer.

16.8 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed.

16.9 Construction of Portland Cement Concrete Pavement

Construction of Portland cement concrete pavement shall conform to the requirements of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Concrete pavement batches shall meet the requirements of Section 703, of these Standard Specifications.

Concrete batch proportions shall be approved by the Engineer and any subsequent changes to the approved batch must be made in writing by the Engineer.

16.10 Payment

The accepted quantities of Portland cement concrete pavement will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the Portland cement concrete pavement herein specified and as shown on the plans.

Batch slips in triplicate form shall accompany each load of concrete for pavement delivered to the construction site. Upon delivery of the material, one copy of the batch slips will be given to the Engineer, or his representative, and one to the Contractor. Delivery of concrete shall mean discharged from the mixer truck and all water added to the mix shall be added to the batch slip. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site in order to assure the presence of the Engineer, or his representative, at the job site during material delivery. The batch slips may be used for the determination of cross section conformity.

1. All catch basins shall be separated from the pavement and curb by boxing out around basin. Expansion joint material shall extend completely through curb and slab. Manhole castings within the pavement limits shall be boxed in like manner except when telescoping type castings are used.
2. When a joint falls within 5 feet of, or contacts, basins, manholes or other structures, shorten one or more panels either side of opening to permit joint to fall on round structures and at or between corners of rectangular structures.
3. All transverse joints must extend through curbs and must be continuous across pavement, except tied transverse construction joints. Expansion joints will not be required except at structures or as shown on the plans.
4. Transverse sawed joints to be a + 15' o.c. as shown on drawings. Joints at 60' to be sawed the same day as placement. Intermittent joints at 15' to be sawed next day after placement. Longitudinal joints shall be sawed prior to permitting traffic on the pavement.

ES-17. ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES

Gate valve boxes, catch basins, catch inlets, monument casings, and manholes shall be adjusted to the grade, as established by the Engineer. Valve boxes, casings, rings and covers shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations in order not to damage the structures, equipment or water mains. Any damage occurring to the manholes, catch basins, gate valves, monuments, water meters or water mains, due to the contractor's operation, shall be repaired at the contractor's expense. Any masonry adjustment shall be made by using pre-cast risers, bricks, concrete blocks or poured concrete, or HDPE Cretex Pro-Ring or City Approved Equal.

The Contractor shall notify the appropriate utility company, in advance, if gas valve boxes need to be adjusted, so the utility company personnel can do so, in a timely manner.

The Contractor shall notify the City Water Department, in advance, if water meter boxes need to be adjusted, so the Water Department personnel can do so, in a timely manner.

Location of valve boxes, catch basins and manholes on the plans is approximate only. They will be accurately located and referenced by the Engineer, or his representative, whenever possible. Manhole lids and catch basin and monument covers and valve box lids shall, preferably, be set to grade following the final application of asphaltic concrete. During paving operations, tops of manholes, monuments, catch basins and valve box lids shall be covered with building paper, diesel oil, or other suitable material to prevent sticking of asphalt to the metal lids.

Where excavation is necessary to adjust the grade of manholes, catch basins, monuments, or valve boxes, the backfill shall be carefully placed and tamped by hand.

Payment for adjustment of manholes, catch basins, gate valves, and monuments will be made according to the unit price for each unit adjusted:

The unit price bid shall include all costs incurred in furnishing materials and labor necessary to adjust the particular units to grade.

ES-18. MANHOLES AND CATCH BASINS

18.1 General

Catch basins, catch inlets, and manholes shall be precast reinforced concrete units, furnished and installed in accordance with the project plans, these Standard Specifications, and the Standard Drawings.

Completed catch basins and manholes including ring shall be capable of withstanding, with a reasonable margin of safety, a concentrated load of 20,000 pounds.

Backfill shall be placed in horizontal layers no more than 6 inches thick with each layer compacted to 95 percent of the maximum density or as approved by the Engineer.

18.2 Precast Reinforced Concrete Manholes, Catch Basins, and Catch Inlets

Precast reinforced manholes, catch basins, and catch inlets sections shall conform to AASHTO M-199, ASTM C-478 and ASTM C-433 and as shown on the Standard Construction Drawings.

- A. **Base Sections.** Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.
- B. **Joints.** All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.

- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

Rings and lids shall be cast iron and shall conform to the Standard Drawings. Castings shall conform to the requirements of ASTM A-48 Class 138 and shall be free of porosity shrink cavities, cold shuts or cracks, or any surface defects which would impair serviceability.

18.4 Sanitary Sewer Manholes

- A. General. Sanitary sewer manholes shall be constructed according to Plans, Standard Drawings and Specifications. All sanitary manholes shall be constructed of precast reinforced concrete sections.

The Contractor may construct a channel through the manhole by either running sewer pipe through the bottom of the manhole, pouring concrete around the pipe and breaking out the upper half of the pipe; or by pouring concrete in the bottom of the manhole and forming a channel through the manhole by hand.

- B. Basis of Payment. Sanitary sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all cost incurred in furnishing materials, labor, excavation, installing the manholes in place including the asphaltic coating on the outside of the manhole and the manhole rings and lids, and backfilling.

- C. Water tightness

1. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WATERTIGHT. All visible leaks (infiltrating subsurface water) shall be sealed; sealing shall be accomplished by a manner and method, in the opinion of the Engineer, that constitutes permanency. Leaks that cannot be sealed by Contractor shall be sealed either by the pressure grouting method (injected chemical sealants) or the interior surface coating method, utilizing a firm specializing in such services, at the Contractor's expense. Less than four minor drips in a single manhole will be considered negligible and will not require sealing.
2. Hydrostatic Testing.

- a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
- b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.
- c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

- A. General. Storm sewer manholes shall be constructed according to the Plans, Standard Drawings and Specifications. Storm sewer manholes shall be precast reinforced concrete, unless otherwise approved by the Engineer.

All pipe extending into catch basins shall be trimmed within 1"-2" of the inside wall surfaces and shall be neatly grouted inside and out and watertight.

- B. Basis of Payment. Storm sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all costs incurred in furnishing materials, labor, excavation, installing manholes in place including the manhole rings and lids, and backfilling.

18.6 Catch Basins and Catch Inlets

- A. General. Catch basins and catch inlets shall be constructed according to the Plans, Standard Drawings and specifications. Catch basins shall be precast reinforced concrete per WSDOT TYPE 1, catch inlets shall be WSDOT CONCRETE INLET - unless otherwise approved by the Engineer.

All pipe extending into basins and inlets shall be trimmed within 1"-2" of the inside wall surfaces shall be neatly grouted inside and out and watertight

Lids, grates, and risers shall be centered over the basin or inlet; unless specifically allowed otherwise.

- B. Payment. Catch basins will be paid for by the unit price per each.

The unit price shall include all cost incurred in furnishing materials, labor, excavation, installing catch basins in place including the catch basin rings and lids, and backfilling.

18.7 Risers

- A. Risers for height adjustment shall be as per WSDOT's standard for the precast unit being furnished.

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

This section covers the work necessary for the trench excavation and backfill above the pipe zone. Pipe zone backfill is included under the specification for the pipe.

19.2 Type of Backfill

The class of backfill to be used above the pipe zone shall be as set forth on the Plans or as given in the project Special Provisions and if not specifically set forth in project documents then as required by the "use" description given herein. The right is reserved to modify the use, location, and quantities of the various types of backfill, during construction, as the Engineer considers being in the best interest of the Owner.

Trench backfill, above the pipe zone, shall be as follows:

1. Class A Backfill. Use in landscaping and agricultural type areas where lawn sod, shrubs, topsoil, fences, and other landscape items are either being replaced or are anticipated.
2. Class B Backfill. Use within existing or proposed gravel parking lots – not within gravel streets or alleys.
3. Class C Backfill. Use in areas where asphalt pavement, concrete, curb, sidewalk, gravel surfacing, landscaping and agricultural use is not anticipated, present or future.
4. Class D Backfill. Use in existing gravel streets and alleys, existing gravel roadway shoulders and in areas where asphalt pavement, concrete, curb, and sidewalk is existing or anticipated in the future.
5. Class E Backfill. Use in lieu of Class D Backfill in new streets when specifically allowed by the City Engineer.
6. Class F Backfill. Use within and immediately adjacent to existing asphalt paved streets, alleys, driveways, and parking lots.

19.3 Excavation and Backfill for Fire Hydrants

Excavation and backfill for fire hydrants shall be included in the unit price payment for Fire Hydrants (See ES-22).

19.4 Trench Excavation

Trench excavation shall be classified as common excavation or rock excavation and shall include whatever materials are encountered to the depths as shown or as directed by the Engineer.

Common Excavation. Common excavation is defined as the removal of all material which is not classified as rock excavation.

Rock Excavation. Rock excavation shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said Specifications is available at the office of the City Engineer.

19.5 Materials

- A. **Foundation Stabilization.** Materials for foundation stabilization shall be 3/4 inch minus crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.
- B. **Granular Material.** Granular backfill shall be 3/4 inch minus crushed basalt conforming to ES-7.
- C. **Imported Topsoil.** Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job, at his own expense, and in a manner satisfactory to the Owner.
- D. **Compaction Equipment.** Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

19.6 Workmanship

- A. **Clearing.** Do not remove existing trees or tree limbs over 2 inches in diameter, whether on public or private property, unless they are within 4 feet of the pipe centerline without permission from the Engineer. All such work shall conform to the City's Community Forestry ordinance. The Contractor shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from clearing operations. Material shall be disposed of in such a manner as to meet all requirements of state, county and local regulations regarding health, safety and public welfare.
- B. **Obstructions.** This term refers to obstructions which may be removed and do not require replacement. Obstructions within the trench area or adjacent thereto such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, rubbish and debris of all

types shall be removed without additional compensation from the Owner. The Engineer will, if requested, make changes in the trench alignment to avoid major obstructions; if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility.

The contract amount will be adjusted accordingly for any cost changes resulting from such alignment modifications.

Dispose of obstructions removed from the excavation in accordance with section ES-4.

- C. **Utility Repairs.** Any and all underground utility damaged in any way during trench excavation shall be repaired and properly backfilled, by the Contractor, at no cost to the City. The repair shall be as approved by the City – NO EXCEPTIONS.
- D. **Removal and Replacement of Topsoil.** In all cases where trenches cross lawns, garden areas, pasture lands, cultivated fields, or other areas on which reasonable topsoil conditions exist, first remove the topsoil for a depth of 10 inches for the full width of the trench to be excavated. Stockpile this topsoil to one side of the right-of-way and do not mix with the remaining excavated material. Replace the topsoil in the top 10 inches of the backfilled trench. In lieu of stockpiling the top 10 inches of soil, "Imported Topsoil" from borrow pits may be substituted in the top 8 inches. Maintain the finished grade of the topsoil, over the center line of the trench, level with the immediate area bordering the trench, until acceptance of final seeding. Correct all damage to adjacent topsoil caused by trenching or pipe laying operations by removal of all rock, gravel, clay, and any other foreign materials from the surface and by regrading the additional topsoil as required.
- E. **Pavement, Curb and Sidewalk Removal.** Cut (full depth) all asphaltic concrete or Portland Cement concrete pavements (regardless of the thickness), and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer or other approved pavement cutter. Removal of street surfacing for excavations shall comply with the Specifications and Standard Drawing for Street/Alley Curb Repair. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.
- F. **Trench Width.** Minimum width of trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe except by permission of the Engineer.

The maximum clear width at the top of the trench will not be limited, except in cases where excess width of excavation would cause damage to adjacent structures or property.

In all cases, confine trench widths to dedicated rights-of-way for public thoroughfares or within areas for which construction easements have been obtained.
- G. **Grade.** Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the

type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.

- H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.
- I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.
- J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the lunch hour as well as overnight.

Dispose of the water in an approved manner without damage to adjacent property.

Drainage of trench waste through the pipeline, under construction, is prohibited.

- K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.
- L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.
- M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.
- N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:
 - 1. Class A Backfill
Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers,

or hydraulic hammers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Where Class A backfill is specified replace topsoil in the top 10 inches of the trench. Compact and rake to match the ground surface adjacent to the trench.

Maintain the surface of the backfilled trench level with the existing grade until the entire project is accepted by the Owner. Any subsequent settlement of the finished surfacing during the warranty period shall be considered to be a result of improper or insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

2. Class B Backfill

Backfill the trench, above the pipe zone, with approved excavated trench material to within 6 inches of final surface grade. Compact the entire trench depth in suitable lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers. Determine the method and type of equipment and the amount of compaction required to prevent subsequent settlement. Place and compact granular material in the top 6 inches.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material, as specified, until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

3. Class C Backfill

After the completion of the backfilling of the pipe zone, the excavated trench material may be pushed back into the trench by mechanical means.

In all locations where Class C backfill is used, the Contractor shall make his own estimate of the amount of backfill material required at the trench, so that after normal settlement has occurred, the finished surface will meet the existing grade. Neatly windrow the material over the trench and remove all excess. Any excess or deficiency of backfill material, which becomes apparent after settlement within the warranty period, shall be corrected by regrading, disposing of excess material or adding additional material where required. Remove rocks larger than 2 inches from the upper 8 inches of backfill.

4. Class D Backfill

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95 percent density in 6 inch lifts with mechanical, vibrating or impact tampers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade with crushed rock backfill material until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface during the warranty period shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

5. Class E Backfill

Class E trench backfill is to be used only where a new paved street is going to be constructed above the installed pipe.

The width of the trench, above the pipe zone, may be increased beyond the required specifications for pipe zone width, as described in the City of Moscow Standard Drawing #15, but shall not be less than (6) six feet.

Approved native excavated material may be used for backfill above the pipe zone in this widened trench. Compaction for all trench backfill, above the pipe zone, shall be 95% minimum of AASHTO T-99. All native backfill shall be placed in (6) six inch maximum lifts and method of compaction shall be only by a (5) five foot minimum wide sheepsfoot roller. Density testing frequency, for this approved native excavated material, will be in excess of that required for the Class 'D' crushed basalt backfill.

6. Class F Backfill

Backfill the trench, above the pipe zone, with granular material to within 4 inches of the finished surface.

Compact the entire trench, above the pipe zone, in six (6) inch maximum lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers to a minimum 95 percent standard density. The top 4 inches of the trench is to have smooth cut edges before being backfilled with two equal lifts of asphaltic concrete patching mix.

7. Subsurface Drain Backfill

Backfill the entire trench to within 10 inches of the final surface grade or to the street subgrade, as applicable, with crushed or naturally occurring granular material from approved sources.

The material shall be washed, if necessary, to render the particles free from clay. It shall contain not more than 1% of clay lumps or other decomposed material. It shall conform to the following requirements for grading:

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100

3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30
No. 50	3 – 12
No. 200	0 – 1.2

* All percentages are by weight.

That portion of the gravel backfilled for drains retained on a 1/4" square sieve shall not contain more than 0.05% by weight of wood waste.

Compaction, above the pipe zone, shall be accomplished by the use of mechanical, vibrating or impact tampers. Determine the method and type of equipment to use and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material as specified until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

- O. Maintenance of Excavated Trench. Maintain the excavated trench between any two successive valved sections of pipeline or as specified in the project Special Provisions until the following operations have been completed, to the satisfaction of the Engineer, for waterline construction: Service connections have been installed, including pressure tap; valves, valve boxes, hydrants and thrust blocks installed, hydrostatic or air testing, sterilization, cleanup and restoration of all physical features, utilities restored to their original condition, or better, and in general, all work required between the two line valves accomplished with the exception of repaving.
- P. Maintenance of Trench Backfill. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material to keep the surface of the backfilled trenches reasonably smooth and free from excessive ruts and potholes and suitable for normal traffic flow.

Trenches backfilled within existing paved streets shall be temporarily surfaced with 2.5 inches of cold mix asphalt pavement; which temporary cold mix surfacing shall be placed within one day of completion of trench backfilling. This temporary patch shall be installed and maintained smooth until the permanent hot mix patch is installed. Under certain circumstances, this requirement may be waived by the City Engineer.

No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above, and the trench backfill maintenance and shall be considered as incidental to that item of work.

- Q. Disposal of Excess Excavation. All excess excavation not required or suitable for backfill shall be disposed of in a waste area arranged by the Contractor.
- R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.
- S. Blasting. Blasting shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

19.7 Payment

Payment for trench excavation and backfill will be as specified for main line pipe as follows:

- A. Trench Excavation and Backfill. Payment for trench excavation and backfill shall be included in the price per linear foot of the respective pipe stated in the Contractor's bid proposal.

Payment for trench excavation and the respective backfill shall constitute full compensation for all work specified and incidental to the price per linear foot of the respective pipe.

Pipe zone backfill is specified under Section ES-20.
- B. Rock Excavation. Rock excavation shall be measured for payment as the actual quantity of rock removed within the approved limits.

ES-20. PIPE

20.1 Storm Sewer Pipe

Mains, 4-inch to 15-inch: SDR 35 PVC ASTM D 3034, gasketed.

Mains, 18-inch to 36-inch: Solid wall PVC ASTM F 679 or HDPE (High Density Polyethylene) AASHTO M 294, smooth-walled interior, silt-tight.

Culvert Pipe: Corrugated Steel Pipe and Pipe Arches conforming to AASHTO M 36, 2-2/3" x 1/2 corrugations. Round pipe shall be 16 gage minimum; arch pipe shall be 12 gage minimum.

Storm Sewer Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed

PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless steel shear ring bands.

20.2 Sanitary Sewer Pipe

All sanitary sewer pipe shall be a minimum of eight (8) inch diameter except sewer to house connections which shall be a minimum of four (4) inch diameter.

Mains, 8-inch diameter and larger: SDR 35 PVC ASTM D-3034.

Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless street shear ring bands.

20.3 Perforated Subsurface Drain Pipe

- A. General. A perforated roadway underdrain system may be shown on the Plans and shall be furnished and installed as herein described in these Specifications, as shown on the City's Standard Construction Drawings and as shown on the Plans.

Laterals will generally be connected to the collector at 60° angles. The terminal end of each lateral will be sealed with a plug. All connections between pipe sections and branches are to be water tight.

The pipe shall be wrapped with a filtering sock.

Perforated Subsurface Drain Pipe that is corrugated on the inside will not be allowed.

Perforated pipe and fittings will not be dumped into the trench. All pipe shall be inspected prior to lowering into the trench and if necessary cleaned of any material tending to plug the perforations of the pipe.

Pipe shall be laid with the perforations at the bottom, per manufacturer's instructions.

Gravel backfill for drains shall be as defined under Section ES-19.

- B. Types of Pipe. Perforated subsurface drain pipe as indicated on the plans and standard drawings shall be one of the following types of pipe or as approved by the Engineer:
- Perforated Corrugated Plastic Pipe
 - Perforated Solid Wall Plastic Pipe

1. Perforated Corrugated Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) N-12 pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252 Type S (corrugated outside-SMOOTH INSIDE). The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

2. Perforated Solid Wall Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252. The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

20.4 Water Pipe & Ductile Iron Fittings

- A. Joints. Pipe joints shall be push-on joints except where specifically shown or detailed otherwise.
- B. Mechanical Joint Fittings. Three-inch through sixteen inch mechanical joint ductile iron fittings shall be Tyler SSB Class 350 ductile iron fittings, or an approved equal, and shall conform to ANSI/AWWA C-111
- C. Flanged Ductile Iron Fittings. Flanged fittings shall conform to ANSI/AWWA C-110 and shall be faced and drilled to 125-pound ANSI. The fittings shall be 125 PSI rated working pressure and cement-mortar lined to same thickness specified for pipe.
- D. Mechanical Couplings. Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with long solid sleeves and be Mechanical Joint Class 350. Mechanical couplings shall mean straight couplings, transition couplings, reducing couplings, and flanged coupling adapters.
- E. Ductile Iron Pipe. All ductile iron pipe shall be centrifugally cast of 60-42-10 iron and shall conform to ANSI / AWWA C-151. Thickness class or classes shall be 51(minimum). The pipe shall be cement mortar lined and seal coated in accordance with ANSI / AWWA C-104. The rubber ring gaskets shall be suitable for the specified pipe sizes and pressure and shall conform to applicable parts of the latest federal specification ANSI / AWWA C-111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.

- F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.
- G. Tapping Sleeves. All tapping sleeves shall be ROMAC "SST" Stainless Steel as per ASTM A-240, Type 304 and Type 304L or an approved equal.

20.5 Pipe Laying

Pipes shall be laid in straight lines at uniform rates of grade as shown on the plans.

Proper preparation of foundation, placement of foundation material where required, and placement of pipe zone material below the pipe shall precede the installation of all sewer, water and culvert pipe. This shall include necessary leveling of the native trench bottom or the top of the foundation material as well as placement and compaction of required pipe zone material, below the pipe, to a uniform grade so that the entire length of pipe will rest firmly on a well compacted material, so the backfill material around the pipe will be placed in a manner to meet requirements specified under backfilling.

Water pipe delivered for construction shall be handled so as to minimize entrance of foreign material. When pipe laying is not in progress as, for example, at the close of a day's work, all openings in the pipeline shall be closed by water-tight plugs. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

If dirt that, in the opinion of the Engineer, will not be removed by flushing enters the pipe, the interior of the pipe shall be cleaned and swabbed as necessary with a 5% hypochlorite disinfecting solution.

- A. Backfill at the Pipe Zone. The pipe zone shall be considered to include the full width of the excavated trench from the bottom of the trench (a minimum of 4 inches under the pipe) to a point 12 inches above the top outside surface of the barrel of the pipe.

Particular attention must be given to the area of the pipe zone from the flow line to the center line of the pipe to ensure that firm support is obtained to prevent any lateral movement of the pipe during the final backfilling of the pipe zone.

Backfill the area of the pipe zone from the bottom to the horizontal center line of the pipe with "imported pipe zone material." Hand place the material around the pipe in 6 inch layers and thoroughly hand tamp with approved tamping bars supplemented by "walking in" and slicing with a shovel.

All material, within the pipe zone, shall be hand tamped and done in such a manner as to not change the grade of the pipe (particularly gravity pipe).

- B. Joints. In making the joints on the pipe care shall be exercised to clean all dirt, rock or other foreign matter completely from the inside of the bells and the outside of the spigots. The pipe shall be forced tightly in place with a bar or mechanical puller of a type approved by the Engineer. When the pipe is aligned it shall be supported by placing sufficient backfill material alongside and carefully tamped into place as described under Section 20.5.A.

When two different types of gravity pipe are joined together, a Fernco coupler may be used, upon approval of the Engineer. The completed connection shall be supported, in such a manner, as to maintain established line and grade and shall be encased, on all sides, with a minimum of four (4) inches of concrete. The concrete shall extend a minimum of two (2) feet on each side of the coupler.

Lubricant for water pipe gaskets shall be supplied by the pipe manufacturer.

- C. Caps and Connections. Caps for pipe branches, stubs, or other open ends which are not to be immediately connected shall be made of an approved material and shall be secured in a place with a joint comparable to the main line joint, or stoppers may be of an integrally cast breakout design. Caps of the type recommended by the pipe's manufacturer shall be used.
- D. Imported Pipe Zone Material. Granular material for pipe zone backfill shall be 3/4" minus crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.
- E. Water Main Location and Separation. The location and separation of the water and non-potable water main pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08 – Idaho Rules for Public Drinking Water Systems.
- F. Permissible Deflection at Joints - Water Pipe. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted, the amount of deflection allowed shall not exceed the values in the following table:

*MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)

Bell and Spigot	Mechanical Joint		Push-on Joint	
Diameter (Inches)	Max. & Min. Deflection Angle (Degrees)	Deflection (Inches)	Max. Deflection Angle (Degrees)	Deflection (Inches)
6	7-07	27	5	19
8	5-21	20	5	19
10	5-21	20	5	19
12	5-21	20	5	19

14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11
24	2-23	9	3	11

*The maximum deflection shall be whichever is less, the table or that recommended by pipe manufacturer.

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

On all pipelines 6 inches in diameter or larger, securely anchor by suitable thrust blocking all tees, plugs, caps, and bends where unbalanced forces exist, as directed by the Engineer.

2. Thrust Blocking

Provide thrust blocks as required by the Standard Construction Drawings. The concrete mix shall have a compressive strength of not less than 2500 psi. Place blocking between the undisturbed ground and the fitting to be anchored; plastic sheathing to be placed between the concrete and fitting. The bearing surface shall be as shown or as directed by the Engineer. Place the blocking so that the pipe and fitting joints will be accessible to repairs, unless otherwise shown.

3. Metal Tie Rods

Metal tie rods, if specifically required by the Plans or the Engineer, shall be used in conjunction with thrust block. The rods, nuts and washers shall be coated with a rust resistant coating. (A product intended for such use.)

20.6 Pipe Testing and T. V. Inspection

A. Sanitary Sewer Pipe. The finished sanitary sewer shall be tight against leakage from either the inside or the outside of the pipe.

All wyes, tees, and stubs shall be plugged with flexible jointed caps, or acceptable alternate, securely fastened to withstand the internal test pressure. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.

Exfiltration testing of the sanitary sewer pipe will be conducted by the Contractor, under the supervision of the Engineer, or his representative, after the sewer line is backfilled. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of his intention to pressure test the line.

If the test indicates that there is excessive leakage in the line the Contractor shall make repairs, at his own expense, and take such corrective action as may be required by the Engineer.

T.V. inspection of the sanitary and storm sewer pipe will be conducted by the City after the pipe has been backfilled and the manholes are accessible.

1. Exfiltration Test (Using Air)

The Contractor shall plug all openings in the pipe and supply necessary metering equipment and hoses for the test and a blower or compressor with adequate capacity to perform the test.

Immediately following the pipe cleaning, the pipe installation shall be tested with low pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches four (4) pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe as determined by the Engineer.

At least two minutes shall be allowed for temperature stabilization before proceeding further. The inspector will then accurately determine the time of loss of one (1) psi. This time interval shall not be less than the time interval determined in the following formula.

$$T = 0.0109 D^2 L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

Failure to meet or exceed the computed time interval for the loss of one (1) psi will be cause for rejection of the sewer pipe.

All repairs necessary to meet these requirements and/or testing will be at the expense of the Contractor.

The maximum length of sewer pipe, for the above tests, shall be the distance between consecutive manholes. Any section of sewer pipe, between any two manholes that does not meet the above requirements, shall be rejected.

2. T.V. Inspection

T.V. inspection, (by the City), of the newly installed sanitary and storm sewer pipes will be required, preferably, before the placement of asphalt on the roadway. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when this inspection is to be performed to assure the timely scheduling of the City's personnel and equipment.

Any and all imperfections (i.e. sags in the pipe invert, joints not fully seated, offset joints, poor manhole entries and exits, etc.) found in the installation of the pipe shall be immediately repaired by the Contractor at no cost to the City. Such repairs shall be as allowed and directed by the City Engineer.

B. Water Pipe

All new watermain shall pass City standard pressure testing and bacteriological testing. Pressure testing, flushing, disinfection, and bacteriological testing shall be performed by the City Water Department. All testing, flushing, and disinfecting materials and labor costs of the City's must be paid by the Contractor. It is the Contractor's responsibility to repair all leaks. The test pressure shall be 1-½ times the working pressure of the pipe per AWWA standards. The bacteriological test criteria shall be as follows: one test showing "absence" of coliform bacteria (<1) and a standard plate count of less than 100. The Contractor shall be responsible for all excavation and back fill necessary to allow the City Water Department access to the new main for the City to furnish, install, and remove all corporation stops necessary to test, chlorinate, and bacteriological sample the new main as required. This includes backfill and trench surfacing once and then returning to the site to re-excavate and re-backfill (including cold mix patching) any corporation stops that remain in the main during disinfecting and sampling procedure. Where connections are made to existing mains the fitting and pipe shall be thoroughly cleaned and spray disinfected with 150(+) ppm chlorine solution immediately prior to their installation and such procedure shall be witnessed by a representative of the City; such operations by the contractor require the City to be notified a minimum of 48 hours in advance. The 48 hour notice is necessary to allow the City crew to notify customers of the water outage. The contractor shall be responsible for coordinating and cooperating with the City Water Department for testing, flushing, and disinfecting activities.

20.7 Plugging Existing Pipe

Where shown in the Plans or where designated by the Engineer, existing pipes shall be plugged on the inlet end for a distance of 2 diameters with commercial concrete. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

20.8 Basis of Payment

- A. Storm Sewer Pipe. The accepted quantities of storm sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including furnishing and installing lock bands at each joint and all pipe zone material.
- B. Sanitary Sewer Pipe. The accepted quantities of sanitary sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe. The cost of furnishing all pipe zone material is also included in this item.

- C. Perforated Sub-Surface Drain Pipe. The accepted quantities of subsurface drain pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.
- D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.
- E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

The measurement for payment will be the field measured centerline length of the pipe in place within the limits shown. Laying lengths of valves, fittings and couplings will be included. Payment for fittings, couplings and thrust blocks shall be considered incidental to the cost of the respectively-sized pipe.

Payment for valves will be made at a per each unit price.

ES-21. GATE VALVES AND VALVE BOXES

21.1 Scope

This section covers the work necessary for furnishing and installing the gate valves and valve boxes, complete.

21.2 Materials

- A. Gate Valves (all sizes). Valves shall be ductile iron AMERICAN FLOW CONTROL SERIES 2500 resilient seated valves, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown. Valves shall conform to ANSI / AWWA C-509.
- B. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4-inch shaft, and shall be TYLER 6855 series of appropriate length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4-inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word "Water" shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.
- C. Extension stems for valve operators. Where the depth of the opening nut is more than 4.5 feet, standard operating extensions shall be provided to bring the operating nut to a point

3.5 feet below the surface of the ground or pavement. The extension stem shall be constructed of steel (and coated).

21.3 Workmanship

- A. Valves. Before installation, the valves shall be thoroughly cleaned of all foreign material, and shall be inspected for proper operation for both opening and closing, and to verify that the valves seat properly. Valves shall be installed so that the stems are vertical, unless otherwise directed by the Engineer. Jointing shall conform to AWWA C-600 or AWWA C-603, whichever is applicable. Valves shall be installed in accordance with "Standard Details". Joints shall be tested with the adjacent pipeline. If joints leak during the test, valves shall be disconnected and reconnected, and the valve and/or the pipeline retested.

Faces of flanges shall be cleaned thoroughly before flanged joint is assembled. After cleaning, the gasket shall be inserted and the nuts tightened uniformly around the flange. If flanges leak under test, the nuts shall be loosened, the gasket reset or replaced, the nuts retightened, and the valve and/or pipeline retested.

Valves on all service connections and stubouts, 4 inch and larger, shall be mechanical joint and shall be restrained with coated tie rods.

- B. Valve Boxes. Center the valve boxes and set plumb over the wrench nuts of the valves. Set valve boxes so that they do not transmit shock or stress to the valves. Set the valve box covers flush with the surface of the finished pavement as shown, or such other level as may be ordered by the Engineer. Cut extensions to the proper length so that the valve box does not ride on the extension when set at grade.

Backfill shall be the same as specified for the adjacent pipe. Place backfill around the valve boxes and thoroughly compact to a density equal to that specified for the adjacent trench and in such a manner that will not damage or displace the valve box from proper alignment or grade. Misaligned valve boxes shall be excavated, plumbed, and backfilled at the Contractor's expense.

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

Payment for gate valves furnished and installed, complete, with valve boxes will be by the unit prices per each. Payment for the gate valves and valve boxes shall constitute full compensation for the work as specified under this section.

Payment for gate valves and valve boxes furnished and installed as auxiliary valves on hydrants shall be included in the unit price for hydrants.

ES-22. FIRE HYDRANTS

22.1 Scope

This section covers the work necessary for furnishing and installing the fire hydrants, complete, and the work necessary for the removal of existing hydrants.

22.2 Materials

- A. Low Pressure Hydrants. Hydrants to be Corey pattern with nominal 5-1/4 inch main valve opening with 6 inch bottom connections. Equip with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper port with a 5 inch Storz hose nozzle. The Storz nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designated by the manufacturer. Storz adapters will not be accepted. Operating nut shall be equipped with O-ring seals and shall open when turned to the left or counterclockwise. Hydrants shall be of the break-flange or safety-top type. Hydrants shall conform to AWWA C-502, and these Specifications. The depth of bury will generally be five (5) feet; and as required to accommodate site conditions. Nozzle threads shall be American National Standard. The hydrant isolation valve shall be attached to the tee at the main and all of the piping shall be restrained from the tee to the hydrant with flanged fittings, retaining glands (mega lugs, etc.) or tie rods as approved by the City Engineer. Hydrants shall be factory painted or may be painted by the contractor using a high quality industrial enamel high intensity red paint above the ground line; spray can paint will not be allowed.
- B. Manufacturer, "Model": Waterous, "Pacer" or Mueller, "Centurion"
- C. Base Block. Solid precast concrete pier block having nominal dimensions of 8-inch thickness by 15-inch square base.
- D. Drain Rock. Washed 1-1/2 inch crushed rock or graded river gravel free of organic matter, sand, loam, clay, and other small particles that will tend to restrict water flow through the gravel.
- E. Concrete for Thrust Blocking. City Standard per ES-11.
- F. Thrust Ties. 3/4 inch diameter steel rods and Duc-Lugs as manufactured by Stellar Corporation, Columbus, Ohio, or approved equal. Rods shall have rust resistant protective coating.
- G. Auxiliary Gate Valve. See City Standard ES-21.

22.3 Workmanship

Construction and installation shall conform to the detail on the Plans and to provisions of Sections 11 and 12 of AWWA C-600, except where otherwise specified.

- A. **Location and Position.** Locate as shown or directed so as to provide complete accessibility and minimize possibility of damage from vehicles or injury to pedestrians. A 3-foot clear space shall be provided and maintained around the circumference of the hydrant or as approved by the Engineer. Where hydrants are subject to impact by a motor vehicle, guard posts other approved means shall be provided as approved by the Engineer. Improperly located hydrants shall be disconnected and relocated, at the Contractor's expense.

When placed behind the curb, set hydrant barrel so that the face of the pumper or hose nozzle cap will be 2 feet from the back of the curb. When set in lawn space between curb and sidewalk, or between sidewalk and property line, let no portion of the hydrant or nozzle cap be within 12 inches of the sidewalk.

Set all hydrants plumb and nozzles parallel with, or at right angles to the curb, with the pumper nozzle facing the curb. Set hydrants so that safety flange is a minimum of 3 inches and maximum of 6 inches above finished ground or sidewalk level to clear bolts and nuts, and as directed.

- B. **Excavation.** Do not carry below sub-base grade. Replace over-excavated areas with gravel, and hand tamp to provide firm foundation.
- C. **Base Block.** Place on firm level sub-base to assure uniform support.
- D. **Installation of Hydrants.** Place hydrant carefully on base block to prevent the base block from breaking. After hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.
- E. **Drain Rock.** Place gravel around base block and hydrant bottom after hydrant has been blocked in place. Drain gravel shall be not less than 6 inches above hydrant drain opening. Do not connect drainage system to sewer.
- F. **Concrete Thrust Blocking.** Place after hydrant is blocked in its final position and hydrant is joined to pipe. Concrete thrust block shall have a minimum of 4 square feet of bearing area against undisturbed earth. Restraint devices such as flanged fitting, mega lugs, or tie rods may be used in lieu of thrust blocks if approved by the City Engineer.
- G. **Bury Depth and Thrust Ties.** The ground surface around fire hydrants shall be as follows:
1. **Behind the hydrant:** The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 10 feet behind the back of the hydrant. The City Engineer may approve a lesser bury requirement if thrust ties consisting of two ¾ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 2. **Sides of the hydrant:** The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from the

centerline of the hydrant barrel. All earthen fill at the sides of the hydrant for a minimum distance of 6 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.

3. Front of the hydrant (towards the main): 4.0 foot minimum cover over the hydrant lateral pipe shall be maintained – as shown on the City of Moscow Standard Construction Drawings.

Payment for existing fire hydrant removal will be made at the unit price stated in the Contractor's bid proposal for each hydrant removed, as covered herein and on the plans.

- H. Existing Fire Hydrant Removal. Remove fire hydrants on existing city mains as shown on the plans and as directed by the Engineer. The hydrants shall remain the property of the City of Moscow and shall be stockpiled, for the City, at a location to be determined. Care shall be taken so as not to damage the hydrants during removal, transporting, or stockpiling.

22.4 Payment

Payment for fire hydrants furnished and installed will be by unit price per each. Payment for fire hydrants shall constitute full compensation for all work specified under this section, and shall include the auxiliary gate valve and connecting pipe from the main line to the valve, and all trench excavation and backfill from the main to the hydrant.

Payment for existing fire hydrant removal will be made at the per each unit price.

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

- A. Sewer house connections, where required on the plans or ordered by the Engineer, shall be a minimum of four (4) inch diameter pipe. The pipe shall conform to Specification ES-8.2, except that it shall be green in color.
- B. Pipe zone material, unless otherwise specified, shall be 3/4 inch minus pea gravel, crushed rock, pea gravel, or clean sand.

23.2 Workmanship

- A. The sewer house connections shall be branched from the main sewer line by a Y branch on new mains; by a ROMAC style "CB" saddle on existing sewer mains. Branches shall be placed where indicated on the plans or as ordered by the Engineer, and shall be installed, at a point, above the centerline of the sanitary sewer main.
- B. ROMAC style "CB" saddles shall be furnished and installed by the City and paid for by the contractor.

- C. Sanitary sewer services shall not be connected to manholes.
- D. Maximum deflection permissible with any one fitting shall not exceed 45 degrees and shall be accomplished with long-radius curves or bends. Short-radius elbows or curves will not be permitted except by approval of the Engineer.
- E. Provide ends of all sewer house connection lines with standard watertight plugs, suitably braced to prevent blowoff during internal hydrostatic or air testing. With all plugs in place, test the sanitary sewer lines in accordance with ES-20.6.
- F. After the line has been tested by the Contractor and accepted by the Engineer, the Contractor shall furnish and install an approved marker, as per City of Moscow Standard Drawings, to identify the ends of the sewer stubs. The marker shall be wrapped with detectable sewer tape.
- G. Conform to applicable portions of Section ES-19 and Section ES-20.2.
- H. Backfill the pipe zone with granular pipe zone material, hand-placed simultaneously on both sides of the pipe for the full trench width and hand-tamped with approved tamping bars supplemented by 'walking in' and slicing with a shovel.
- I. Backfill, above the pipe zone, shall conform to applicable portions of Section ES-19. Do not backfill sewer house connection pipe until inspected and approved by the Engineer.
- J. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.
- K. Install as per the Standard Construction Drawings.
- L. Separation of storm and sanitary sewer service laterals from water mains and water service lines shall conform to the requirements of Idaho Drinking Water Standards.

23.3 Basis of Payment

- A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.
- C. Sewer house connection pipe, in place, will be paid for on the unit price per linear foot for the appropriate size of pipe stated in the Contractor's bid proposal. Payment for this item shall constitute full compensation for all materials and work required to install the sewer house connection pipe, complete, including trench excavation and backfill. The length of the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

ES-24. STREET / ALLEY CUT REPAIR

All excavations in to existing City street paving shall be repaired in accordance with the City's adopted STREET / ALLEY CUT REPAIR policy and as per Standard Construction Drawing entitled STREET /ALLEY CUT REPAIR.

ES-25. EROSION AND SEDIMENT CONTROL

All construction in the City involving earthwork shall comply with all of the requirements of City Code Section 7-1-4 pertaining to Erosion and Sediment Control and the City of Moscow EROSION AND SEDIMENT CONTROL STANDARDS adopted by resolution.

The Contractor shall implement appropriate erosion control eliminating sediment transport to City infra-structure and private property. The Contractor shall pay all costs associated with sediment removal from City infra-structure, private property or environmental remediation.

All sediment control devices shall be installed prior to any ground disturbing activity.

ES-26. STORMWATER RUNOFF CONTROL

All construction and development activity in the City shall comply with all of the requirements of City Code Section 5-15 STORMWATER RUNOFF CONTROL and including Moscow STORMWATER RUNOFF CONTROL STANDARDS adopted by resolution.

ES-27. IMPORTED TOPSOIL

27.1 General

Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job at his own expense and in a manner satisfactory to the Owner.

27.2 Payment

Payment for furnishing and placing imported topsoil shall be paid according to the unit price bid on the Contractor's bid proposal form or as noted as set forth in the Contract documents.

ES-28. SEEDING

28.1 Seed

Seed furnished shall be labeled; true as to variety; noxious weed-free; and meet all purity, germination specifications, and standards of the Federal Seed Act and Idaho State Seed Laws. The variety shall be as required to best satisfy the particular application - as approved by the City Engineer.

28.2 Application

Seed all cut and fill slopes and all other denuded areas where any earthwork has occurred. Seeding shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.3 Fertilizer

Fertilizer shall be commercial grade and used in the seeding application in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.4 Mulch

Mulch shall be used in the seeding operation and shall consist of furnishing and placing mulch in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.5 Seedbed Preparation

Preparing the surface area to be seeded is part of the seeding operation and shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.6 Payment

Seeding will be paid for as allowed and described in the project specific contract documents; which may include, but not limited to, the following methods of payment: unit price per unit area; lump sum amount; incidental to other item unit prices; included in a project lump sum amount.

ES-29. TREE TRIMMING

Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. **ALL TREE TRIMMING SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE COMMUNITY FORESTRY ORDINANCE.**

ES-30. INSPECTION

Work performed under this contract shall be inspected at various stages of progress. These inspections include, but shall not be limited to the following:

- A. After storm sewer lines, sanitary sewer lines, perforated drain lines and their structures are in place, but before any backfilling is started.
- B. Prior to and during the placement of all concrete. This inspection shall be requested when the forms are in place and ready to receive the concrete.
- C. After the street has been excavated and compacted, but before any crushed rock is placed.
- D. During the application and processing of the crushed rock base and after the crushed rock base has been placed and compacted, but before the prime coat is applied.
- E. After valve boxes, catch basins, manholes and monuments have been adjusted to the proper elevation.
- F. Prior to and during the placement of prime coat and tack coat.
- G. Prior to and during the placement of all superpave hot mix asphalt pavement.
- H. At the completion of the job, after all cleanup, backfilling and all other work is done and job is ready for final acceptance.

It shall be the responsibility of the Contractor to notify the Engineer, or his representative, when the various phases of the project are ready for inspection.

Request for inspection may be verbal but shall be given in sufficient time to allow the Engineer, or his representative, to arrange to be present as required. Failure to notify the Engineer, or his representative, of the inspections shall be sufficient ground to reject the uninspected work and cause its immediate removal.

All discrepancies, indicated by the inspector, shall be corrected by the Contractor and re-inspected before the next phase of operation is started. No claim shall be made for delays caused by correction of work found unacceptable to the inspector.

ES-31. WORKMANSHIP AND CLEAN UP

It is the intent and purpose of these Specifications and Plans to obtain good workmanship throughout with the completed work complying with the said Specifications and Plans and in full working order upon completion. Work will not be accepted until this result is obtained.

All debris or rubbish caused by the contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat and presentable condition.

Any damage to private property shall be repaired, replaced in kind, as approved by the City Engineer or the Owner compensated as required by the General Specifications.

Upon the satisfactory completion of all work embraced in the contract and specifications, including the cleanup, together with full compliance with the requirements of the General Specifications the Engineer will, within fifteen (15) days after such completion and compliance, issue a certificate of completion to the Owner with two (2) copies to the Contractor.

ES-32. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime Contractor.

The amounts to be allowed for mobilization in the partial payment to be made under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.
2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate providing that the contractor has initiated productive work on the project.

Mobilization will be measured and paid for by the Lump Sum as shown on the Contractor's Proposal

SPECIAL PROVISIONS

SCOPE

This project consists of the installation of approximately 3,300 linear feet of 2" conduit, 4,460 linear feet of 4" conduit, 11 vault boxes and the various sweeps, couplings, and other fittings necessary to create a continuous, underground pathway for communications utilities on Third Street between Jackson Street and Lieuallen Street in Moscow, Idaho.

Note: All quantities are approximate, planned and actual quantities may vary.

GENERAL

All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor. All work performed under this contract shall be completed in strict accordance with these SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, CONTRACT PLANS, and the City of Moscow STANDARD CONSTRUCTION SPECIFICATIONS and DRAWINGS (unless herein modified). These SPECIAL PROVISIONS, the SCOPE OF WORK DESCRIPTION, and the CONTRACT PLANS have precedence over the City standards and Standard Drawings where not in agreement.

Traffic control must be in place prior to work commencing. Traffic control shall be in place any time a vehicle, piece of equipment or stockpile is in the roadway. The Contractor shall make no changes or modifications to the traffic control without prior approval from the Streets Supervisor or the Engineer.

It is the intent and purpose of these specifications and plans to obtain good workmanship throughout, with all work complying with these specifications. The project will not be considered substantially complete until all requirements of these specifications have been completed to the satisfaction of the Engineer.

It shall be the responsibility of the Contractor to notify the Engineer to request an inspection of the base material prior to beginning any paving or concrete operations. Failure to notify the Engineer shall be sufficient grounds to reject all uninspected work and cause its immediate removal. All discrepancies indicated by the Engineer shall be corrected by the Contractor, re-inspected and approved by the Engineer prior to acceptance of work and prior to payment. No claim shall be made for delays or compensation caused by correction of work found unacceptable by the Engineer, including noncompliance with ADA requirements.

All debris or rubbish generated by the Contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat appearing condition. Any property, public or private, damaged by the Contractor shall be repaired to its original condition at the expense of the Contractor and approved by the Engineer.

All lawn areas damaged by the Contractor shall be repaired to the satisfaction of the Engineer. This work may include grading and sodding, as required. Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. All tree trimmings shall conform to the applicable sections of the community forestry ordinance.

Curbs and sidewalk damaged by the Contractor during this project shall be replaced by the Contractor and constructed to ES-13 and ES-14 of the City's Standard Construction Specifications, respectively.

Items referred to on the project plans as "found pins" or "monuments" are land net corner or property corner monuments and shall be retained and protected until such time as the Engineer approves their removal. In some cases, the Contractor may be required to work around monuments. Removal of monuments not approved by the Engineer shall be replaced by a professional land surveyor at the expense of the Contractor.

Construction items that are not explicitly covered in these written specifications but are required to complete a functioning project shall not be misconstrued by the Contractor as not being a part of the scope of the work covered by the contract. Those items that are not specifically covered in these specifications, but are required by the CONTRACT PLANS, shall be constructed in accordance with the construction industry's highest standards.

The Contractor shall bring to the Engineer's attention any problems associated with any part of the design and/or construction of this project – as a consequence of design error, construction error, site conditions, or any other unanticipated construction variable. The Contractor and the Engineer will then jointly work out a solution to the problem.

SP-1. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime contractor.

Measurement and Payment:

The amounts to be allowed for mobilization in the partial payment to be made under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.

2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate, providing that the contractor has initiated productive work on the project.

Measurement for MOBILIZATION shall be lump sum. Payment for this item shall be at the price shown on the Contractor's Proposal, according to the above guidelines, and shall include all materials, labor, equipment and incidentals to do the work for:

SP-1. MOBILIZATIONL.S.

SP-2. REMOVALS AND DISPOSALS

This item consists of furnishing the necessary materials, labor and equipment to saw-cut, excavate, remove and dispose of existing bituminous surface, concrete pavement, concrete sidewalks, concrete curbs, concrete pedestrian ramps, and other obstructions as required. All removals and disposals shall be in accordance with City of Moscow Engineering Specification ES-4.

The Contractor shall be responsible for all removals delineated by City staff as specified in plans, specifications, and contract documents, and as may be necessary to complete the work in accordance with the scope of the work and City Standards.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, and four (4) inches of new, compacted base rock beneath new curbs is considered incidental to the removal items.

Curbs, sidewalks and street sections to be removed shall be saw-cut full depth, on smooth, straight lines as marked in the field. Saw cutting shall be considered incidental to this item. The concrete is to be removed and disposed of by the contractor. Location of a disposal site is the responsibility of the contractor.

All areas, on the street side of the curb, where asphalt surfacing has been removed shall be temporarily cold mix patched (min. 2.5" thick) or backfilled with crushed rock base flush with the existing asphalt surface the same day as excavation and backfill occurs. The temporary patch or backfill must then later be removed and replaced to match existing depth or with six (6) inch thick hot mix patch, whichever is lesser. The hot mix patch shall be installed a minimum of three (3) days to a maximum of seven (7) days after pouring the concrete curb/sidewalk. Temporary patching or backfill shall be maintained to provide a smooth driving surface and protected by means of traffic cones until the time of replacement with the permanent hot mix asphalt patching. Temporary cold patching behind sidewalk is not required. All costs associated with the temporary patching or crushed rock base backfill shall be included in the removal items.

The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

The Contractor shall be especially cognizant of apparent tree roots that will require caution during the performance of this work item and shall notify the Community Forestry Administrator, David Schott (208) 883-7098, upon encountering roots of 1" or greater diameter before cutting those roots.

A. REMOVE / DISPOSE OF BITUMINOUS SURFACE

This work shall consist of, but not limited to, the removal and disposal of bituminous surface. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Existing bituminous surface to be removed shall be neatly saw-cut, removed, and disposed of in marked areas necessary to facilitate the construction of concrete curb, sidewalk, and pedestrian curb ramps. Saw cutting shall be considered incidental to this item. Sections to be removed shall be cleanly saw-cut perpendicular to the existing curb alignment, and along painted removal lines located twenty-four (24) inches minimum from the curb line, as shown in the plans. When field conditions dictate, removal limits may be extended beyond twenty-four (24) inches to achieve ADA compliance. This item also covers any milling or removal of bituminous surface for the preparation of raised asphalt crosswalks. Location of a disposal site is the responsibility of the contractor.

Crushed rock must be placed along the edge of any vehicle or pedestrian approach affected by these removals to provide temporary vehicle access if needed to maintain local access. The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

B. REMOVE / DISPOSE CONCRETE SIDEWALK

This work shall consist of, but not limited to, the removal and disposal of concrete sidewalk. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, ES-5, and the Standard Drawings. Any property corners shall be referenced prior to removal.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, and four (4) inches of new, compacted base rock beneath new curbs is considered incidental to the removal items.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

C. REMOVE / DISPOSE CONCRETE CURB & GUTTER

This work shall consist of, but not limited to, the removal and disposal of concrete curb & gutter type B. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. Excavation and disposal of material necessary to accommodate the placement of six inches (6") of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, and four inches (4") of new, compacted base rock beneath new curbs is considered incidental to the removal items.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement for REMOVE / DISPOSE OF BITUMINOUS SURFACE shall be by the square yard as measured in the field. Measurement for REMOVE / DISPOSE CONCRETE SIDEWALK shall be by the square yard as measured in the field. Measurement for REMOVE / DISPOSE CONCRETE CURB & GUTTER shall be by the linear foot as measured in the field. Payment shall include all costs incurred to remove and dispose of the item including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-2. A. REMOVE / DISPOSE BITUMINOUS SURFACE S.Y.

SP-2. B. REMOVE / DISPOSE CONCRETE SIDEWALK S.Y.

SP-2. C. REMOVE / DISPOSE CONCRETE CURB & GUTTER L.F.

SP-3. HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of but, but not limited to, the horizontal directional drilling of underground conduit to provide pathways for communication lines. Directional boring pits shall be a minimum of two (2) feet from the edge of any pavement with active traffic, unless otherwise approved by the Engineer. Excessive use of water that might undermine the sidewalk or soften the subgrade will not be permitted.

Where directional boring is called for, pipe shall be installed using a surface-launched, steerable drilling tool. Drilling shall be accomplished using a high-pressure fluid jet tool-head. The drilling fluid shall be used to maintain the stability of the tunnel, reduce drag on the pipe, and provide backfill between the conduit and tunnel. A guidance system that measures the depth, lateral position, and roll shall be used to guide the tool-head when creating the pilot hole. Once the pilot

hole is established, a reamer and swivel shall be used to install the conduit. Reaming diameter shall not exceed 1.5 times the diameter of the conduits being installed. Conduit that is being pulled into the boring shall be installed in such a manner that the conduit is not damaged during installation. The pullback force on the conduit shall be controlled to prevent damage to the conduit. A vacuum spoils extraction system shall be used to remove any excess spoils generated during the installation. Excess drilling fluid and spoils shall be disposed of. The method and location used for disposal of excess drilling fluid and spoils shall be subject to the Engineer's approval. Drilling fluid returns (caused by fracturing of formations) at locations other than the entry and exit points shall be minimized. Any drilling fluid that surfaces through fracturing shall be cleaned up immediately. Mobile spoils-removal equipment capable of quickly removing spoils from entry or exit pits and areas with returns caused by fracturing may be required as necessary during drilling operations.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

A. SINGLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of, but not limited to, the excavation, boring, and installation of one (1) two-inch (2") HDPE conduit. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified rock backfill, and all connections needed to complete the work. Pipe material shall be HDPE or approved alternative. The pipe shall be set a minimum of thirty-six (36) inches underneath the base aggregate layer for the bathroom pad. Three quarter inch minus (3/4"-) rock shall be used to fill any required excavation in lifts not to exceed eight (8) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between rock and existing soil. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-19, ES-20, ES-23, and the Standard Drawings.

B. DOUBLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of, but not limited to, the excavation, boring, and installation of two (2) two-inch (2") HDPE conduit. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified rock backfill, and all connections needed to complete the work. Pipe material shall be HDPE or approved alternative. The pipe shall be set a minimum of thirty-six (36) inches underneath the base aggregate layer for the bathroom pad. Three quarter inch minus (3/4"-) rock shall be used to fill any required excavation in lifts not to exceed eight (8) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between rock and existing soil. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-19, ES-20, ES-23, and the Standard Drawings.

C. TRIPLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of, but not limited to, the excavation, boring, and installation of three (3) two-inch (2") HDPE conduit. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified rock backfill, and all connections needed to complete the work. Pipe material shall be HDPE or approved alternative. The pipe shall be set a minimum of thirty-six (36) inches underneath the base aggregate layer for the bathroom pad. Three quarter inch minus (3/4"-) rock shall be used to fill any required excavation in lifts not to exceed eight (8) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between rock and existing soil. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-19, ES-20, ES-23, and the Standard Drawings.

D. SINGLE 4 – INCH HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of, but not limited to, the excavation, boring, and installation of one (1) four-inch (4") HDPE conduit. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified rock backfill, and all connections needed to complete the work. Pipe material shall be HDPE or approved alternative. The pipe shall be set a minimum of thirty-six (36) inches underneath the base aggregate layer for the bathroom pad. Three quarter inch minus (3/4"-) rock shall be used to fill any required excavation in lifts not to exceed eight (8) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between rock and existing soil. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-19, ES-20, ES-23, and the Standard Drawings.

Measurement and Payment:

Measurement for all HORIZONTAL DIRECTIONAL DRILLING shall be by the linear foot as measured in the field, complete and including bore pit excavation and specified backfill. All bends, bands, fittings, and connections will be considered incidental to the installation of pipe but measurement will be taken along the pipe centerline including bends and fittings. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-3. A. SINGLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING..... L.F.

SP-3. B. DOUBLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING ... L.F.

SP-3. B. TRIPLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING..... L.F.

SP-3. B. SINGLE 4 – INCH HORIZONTAL DIRECTIONAL DRILLING..... L.F.

SP-4. PLACE UTILITY VAULT

This work shall consist of furnishing and placing polymer concrete box and cover assemblies for Spectrum Utilities and Ziply Fiber in accordance with the locations specified in the Plans.

The vaults shall be installed flush with the finished surface and in conformance with American Disability Act (ADA) accessibility guidelines.

The vaults shall be of polymer concrete construction with a non-slip surface, and a minimum load rating of 20K.

A. 4 – PLACE UTILITY VAULT (ZIPLY FIBER)

The Utility Vault for Ziply Fiber shall measure at least 24" x 36" x 24," have an opened bottom, be rated for ANSI 22 loading, and have a solid composite lid.

The Fiber Optic Vault shall be from the following manufacturer:

1. Armorcast Products Company, model A6001640HDAPCX24
2. An approved equal

B. 4 – PLACE UTILITY VAULT (SPECTRUM COMMUNICATIONS)

The Utility Vault for Spectrum Communications shall measure at least 17" x 30" x 24," have an opened bottom, be rated for ANSI 22 loading, and have a solid composite lid.

The Fiber Optic Vault shall be from the following manufacturer:

1. Armorcast Products Company, model A6001974HDAPCX24
2. An approved equal

The contractor shall install the Fiber Optic and Water Meter Vault boxes as staked by the Engineer.

Measurement and Payment:

Measurement for PLACE UTILITY VAULT shall be per each as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-4A. PLACE UTILITY VAULT (ZIPLY) EACH

SP-4B. PLACE UTILITY VAULT (SPECTRUM) EACH

SP-5 3/4" (-) CRUSHED AGGREGATE BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included under SP-7, SP – 8, and SP – 9 in these specifications. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in eight (8) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement and payment for 3/4" (-) CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the project plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The unit price, per ton, shall include all materials, labor, equipment and incidentals necessary to furnishing, placing and compacting:

SP-5. 3/4" (-) CRUSHED AGGREGATE BASE TON

SP-6. COLD MIX ASPHALT PATCHING

This work shall consist of paving back removed bituminous surfaces with cold mix asphalt pavement as shown in the Contract Plans and in accordance with ES-19 and these Specifications. This work shall take place after the aggregate base grade and compaction adjacent to curb are approved by the Engineer. This item shall consist of a single 2.5" lift of cold mix asphalt.

Do not apply asphalt if the roadway surface or weather conditions can prevent proper construction. Apply an asphalt tack coat to existing asphalt surfaces and to the surface of each course constructed, except the final course. Apply tack coat to transverse and longitudinal joints and the contact surfaces of curbing, gutters, manholes or other structures. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Measurement and Payment:

Measurement for COLD MIX ASPHALT PATCHING shall be by the square yard, as measured in the field, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall include all costs incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-6. COLD MIX ASPHALT PATCHING SY**SP-7. INLET PROTECTION**

This work consists of, but not limited to, installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-25, ES-26, City of Moscow Standard Construction Drawings, and these Specifications.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Measurement and Payment:

INLET PROTECTION will be measured per each for each device furnished and installed on the project.

No separate payment will be made in the event that inlet protections are transferred from existing inlets to new inlets. Payment shall include all materials, labor, equipment and incidentals necessary to perform the described work including installation, removal, maintenance, and disposal at an approved disposal site for:

SP-7. INLET PROTECTION EACH**SP-8. TRAFFIC CONTROL**

This item shall consist of furnishing all necessary materials, labor, equipment and incidentals necessary to adequately sign, flag and direct vehicular traffic and pedestrians through or around the project. Traffic control must conform to the requirements of ES-2, the Manual on Uniform Traffic Control Devices (MUTCD), ITD's Standard Specifications for Highway Construction, and

these Specifications. Initiation of the traffic control plan will require five (5) days prior notification of the City.

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. The Contractor will be required to supply their own Traffic Control Plans prepared by a Traffic Control Supervisor.

Approval of construction signing and flagging assignment must be made in the field by the Engineer prior to commencement of operations.

A sufficient number of barricades and flashers shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the latest edition of the MUTCD. When flagging is to be used, an adequate number of certified flaggers must be provided for each movement of traffic. The contractor shall have flagging vests and stop paddles on the job for use in flagging operations. The contractor must be prepared to provide unexpected signing if construction operations dictate the need. The contractor must also provide an individual to function as a contact for Traffic Control Maintenance in evenings and weekends.

If at any time, required traffic control is not in place as shown in the traffic control plan(s), the City may immediately stop all work until adequate traffic control is in place.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the Work. Construction shall be scheduled such that parking areas and business entrances are accessible for all effected commercial enterprises.

Pedestrian traffic shall be closed to the project area. The contractor shall provide and place sidewalk closure and detour signage to adequately route pedestrian traffic around the site in a manner that minimizes "back-tracking" and additional walking distance. This will be included in the traffic control plan and must be approved by the engineer prior to beginning the work.

Traffic control devices shall be continuously maintained by the Contractor until the concrete has sufficiently cured and adjacent topsoil has been replaced to allow the safe return to normal use of the facility by the public.

Measurement and Payment:

Measurement and payment for TRAFFIC CONTROL shall be by the lump sum as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-8. TRAFFIC CONTROL.....L.S.

APPENDIX I

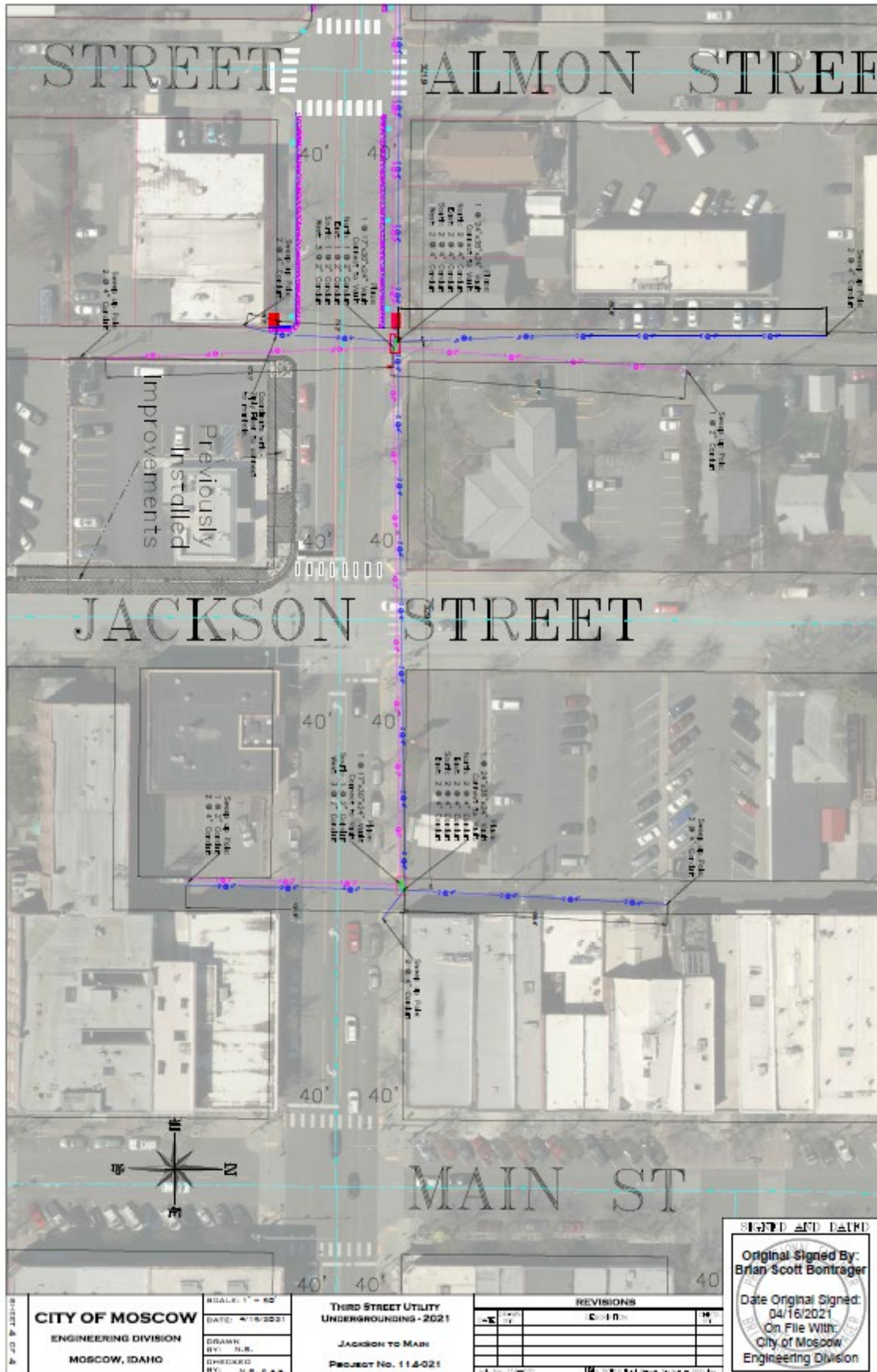
PROJECT DRAWINGS

LEGEND	
FIBER OPTIC COMMUNICATION	
GAS	
POWER	

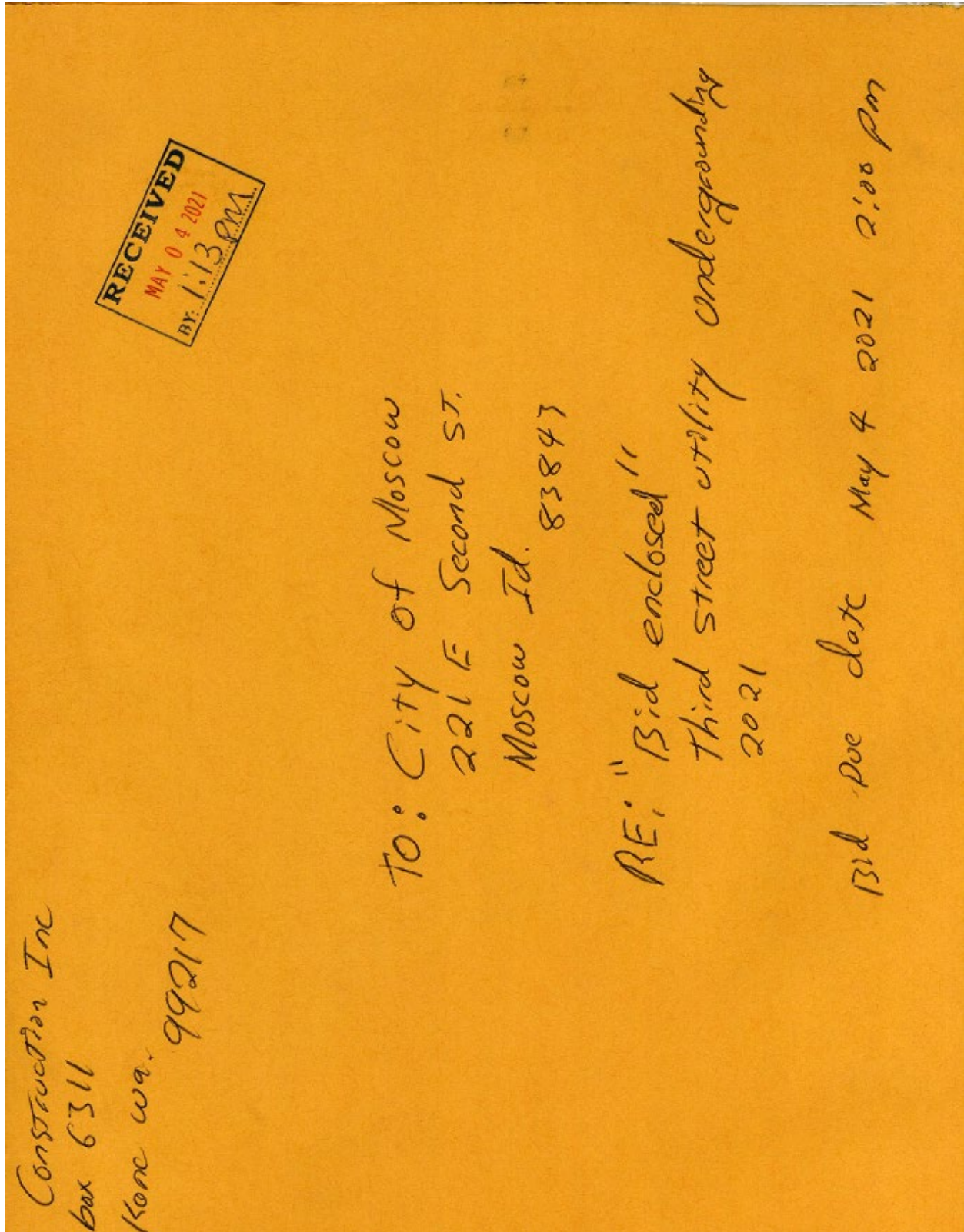
THIRD STREET UTILITY UNDERGROUNDING - 2021
PROJECT NO. 114021
PROJECT LOCATION

[illegible]





Attachment C



INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the business office of The Community Planning & Design Engineering Division at 221 E. Second Street, Moscow, Idaho 83843, and clearly marked **"Bid Enclosed – Third Street Utility Undergrounding – 2021"** until **2:00 p.m.**, prevailing local time, **Tuesday, May 4, 2021**, for the following project:

THIRD STREET UTILITY UNDERGROUNDING - 2021

At **2:05 p.m. on the same day**, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, on the second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

This project consists of the installation of approximately 3,300 linear feet of 2" conduit, 4,460 linear feet of 4" conduit, 11 vault boxes and the various sweeps, couplings, and other fittings necessary to create a continuous, underground pathway for communications utilities on Third Street between Jackson Street and Lieuallen Street in Moscow, Idaho.

Complete digital Project Manual and Project Plans, may viewed and downloaded at questcdn.com **via the link** provided on The City of Moscow Website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "Third Street Utility Undergrounding"

Once on the Quest site, you may download the digital plan documents for a **non-refundable free of \$20.00**. The Quest project number is 7765338. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT – All communication about this project, including addenda **will only be issued via QuestCDN, and only to those firms listed on the Plan Holder's List.**

The Contract Documents may also be examined at the City of Moscow Paul Mann Building (Engineering Division), 221 East Second Street, Moscow, ID 83843.

Questions should be directed to Kendra Ewing, City of Moscow Engineering Division, 221 East Second Street, Moscow, ID, via Email only at: kewing@ci.moscow.id.us

Any objections to the contents or terms of the Specifications shall be raised three (3) days prior to bid opening or it shall be deemed to have been waived.

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

Kendra Ewing, Deputy City Clerk

Publish Dates: April 17 & April 24, 2021

April 30, 2021

ADDENDUM NO. 1

City of Moscow Project: **THIRD STREET UTILITY UNDERGROUNDING -2021**
Project No. **114-021**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **THIRD STREET UTILITY UNDERGROUNDING - 2021**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

The purpose of this addendum is to add clarification and to offer simplification to the installation of the "Single 4 - Inch Horizontal Directional Drilling" line item. The configuration of the overhead communications requires that all of the 4 - Inch conduit paths on the project must have two parallel runs of conduit. There is no required separation for these conduits and they can be installed simultaneously with the proper equipment. To simplify the installation a bid item for "Double 4 - Inch Horizontal Directional Drilling" will be added as an Additional Alternative. **Contractors are instructed to bid on both line items 3D "Single Horizontal Directional Drilling" and 3E "Double Horizontal Directional Drilling" to ensure that if the Additional Alternative is not selected Item 3D can still be used.**

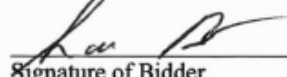
In order to allow more time for bidders to make this adjustment the bid date will be extended until **Tuesday May 4, 2021.**

1. INVITATION TO BID: Replace Page 1 of 110 with attached Page 1 of 106 titled "INVITATION TO BID" showing the new bid date of Tuesday May 4, 2021.
2. BID SCHEDULE: Replace Pages 4 of 110 and 5 of 110 with attached Pages 4 of 106 and 5 of 106 titled "BID SCHEDULE" showing the new total quantity of 116,067 SY.
3. SP-3 HORIZONTAL DIRECTIONAL DRILLING: Replace "Special Provision - 3 HORIZONTAL DIRECTIONAL DRILLING" with attached "Special Provision - 3 HORIZONTAL DIRECTIONAL DRILLING" showing the creation of Item SP-3E DOUBLE 4 - INCH DIRECTIONAL DRILLING"

Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

M & L Construction Inc.

Firm Name of Bidder



Signature of Bidder

President

Title

5/3/21

Date

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 4/26/21

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for THIRD STREET UTILITY UNDERGROUNDING - 2021, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, 221 East Second Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number 4 through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number 015530.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. <u>N/A</u>			
b. _____			
c. _____			
d. _____			
e. _____			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for THIRD STREET UTILITY UNDERGROUNDING – 2021 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 2,000.00	\$ 2,000.00
2A.	Remove / Dispose of Bituminous Surface	67 SY	\$ 22.00	\$ 1,474.00
2B.	Remove / Dispose of Concrete Sidewalk	23 SY	\$ 25.00	\$ 575.00
2C.	Remove / Dispose of Concrete Curb	25 LF	\$ 15.00	\$ 375.00
3A.	Single 2 - Inch Horizontal Directional Drilling	1282 LF	\$ 20.00	\$ 25,640.00
3B.	Double 2 - Inch Horizontal Directional Drilling	199 LF	\$ 26.00	\$ 5,174.00
3C.	Triple 2 - Inch Horizontal Directional Drilling	658 LF	\$ 35.00	\$ 23,030.00
3D.	Single 4 - Inch Horizontal Directional Drilling	4460 LF	\$ 45.00	\$ 200,700.00
4A.	Place Utility Vault (Ziply)	6 EA	\$ 1,850.00	\$ 11,100.00
4B.	Place Utility Vault (Spectrum)	5 EA	\$ 1,650.00	\$ 8,250.00
5.	¾" (-) Crushed Aggregate Base	145 TON	\$ 30.00	\$ 4,350.00
6.	Cold Mix Asphalt Patching	80 SY	\$ 42.00	\$ 3,360.00
7.	Inlet Protection	15 EA	\$ 155.00	\$ 2,325.00
8.	Traffic Control	1 LS	\$ 15,750.00	\$ 15,750.00

\$ 304,103

ADDITIONAL ALTERNATIVE

3E.	Double 4 - Inch Horizontal Directional Drilling	2230 LF	\$ 75.00	\$ 167,250.00
Add. Alt. Total				\$ 270,653.00

M & L Construction Inc.

Firm Name of Bidder



Signature of Bidder

President

Official Title

PO Box 6311 Spokane Wa. 99217

Bidders Mailing Address

PWC 015530-A-1-4

Public Works License No.

Washington

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2021

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

M&L Construction, Inc.
P.O. Box 6311
Spokane, WA 99217

OWNER:*(Name, legal status and address)*

City of Moscow, Community Planning and Design Engineering Division
221 E. Second Street
Moscow, ID 83843

SURETY:*(Name, legal status and principal place of business)*

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
818 W. Riverside Avenue, Suite 800
Spokane, WA 99201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

3rd Street Utility Undergrounding 2021, Project No. 114-021

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

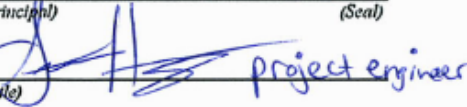
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 4th day of May, 2021.


(Witness)


(Witness) Nicholas W. Paget

M&L Construction, Inc.

*(Principal)**(Seal)*By: *(Title)*

project engineer

Liberty Mutual Insurance Company

*(Surety)**(Seal)*By: *(Title)* Shawn M. Wilson, Attorney-in-Fact

S-0054/AS 8/10

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-632-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Shawn M. Wilson of the city of Spokane, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: M&L Construction, Inc.

Obligee Name: City of Moscow, Community Planning and Design Engineering Division

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2021



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Attachment D

April 30, 2021

ADDENDUM NO. 1

City of Moscow Project: **THIRD STREET UTILITY UNDERGROUNDING - 2021**

Project No. 114-021

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **THIRD STREET UTILITY UNDERGROUNDING - 2021**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

The purpose of this addendum is to add clarification and to offer simplification to the installation of the "Single 4 - Inch Horizontal Directional Drilling" line item. The configuration of the overhead communications requires that all of the 4 - Inch conduit paths on the project must have two parallel runs of conduit. There is no required separation for these conduits and they can be installed simultaneously with the proper equipment. To simplify the installation a bid item for "Double 4 - Inch Horizontal Directional Drilling" will be added as an Additional Alternative. Contractors are instructed to bid on both line items 3D "Single Horizontal Directional Drilling" and 3E "Double Horizontal Directional Drilling" to ensure that if the Additional Alternative is not selected Item 3D can still be used.

In order to allow more time for bidders to make this adjustment the bid date will be extended until Tuesday May 4, 2021.

1. INVITATION TO BID: Replace Page 1 of 110 with attached Page 1 of 106 titled "INVITATION TO BID" showing the new bid date of Tuesday May 4, 2021.
2. BID SCHEDULE: Replace Pages 4 of 110 and 5 of 110 with attached Pages 4 of 106 and 5 of 106 titled "BID SCHEDULE" showing the new total quantity of 116,067 SY.
3. SP-3 HORIZONTAL DIRECTIONAL DRILLING: Replace "Special Provision - 3 HORIZONTAL DIRECTIONAL DRILLING" with attached "Special Provision - 3 HORIZONTAL DIRECTIONAL DRILLING" showing the creation of Item SP-3E DOUBLE 4 - INCH DIRECTIONAL DRILLING"

Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Firm Name of Bidder

Signature of Bidder

Title

Date

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the business office of The Community Planning & Design Engineering Division at 221 E. Second Street, Moscow, Idaho 83843, and clearly marked "Bid Enclosed – Third Street Utility Undergrounding – 2021" until 2:00 p.m., prevailing local time, Tuesday, May 4, 2021, for the following project:

THIRD STREET UTILITY UNDERGROUNDING - 2021

At 2:05 p.m. on the same day, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, on the second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

This project consists of the installation of approximately 3,300 linear feet of 2" conduit, 4,460 linear feet of 4" conduit, 11 vault boxes and the various sweeps, couplings, and other fittings necessary to create a continuous, underground pathway for communications utilities on Third Street between Jackson Street and Lieualen Street in Moscow, Idaho.

Complete digital Project Manual and Project Plans, may viewed and downloaded at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "Third Street Utility Undergrounding"

Once on the Quest site, you may download the digital plan documents for a non-refundable fee of \$20.00. The Quest project number is 7765338. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT – All communication about this project, including addenda will only be issued via QuestCDN, and only to those firms listed on the Plan Holder's List.

The Contract Documents may also be examined at the City of Moscow Paul Mann Building (Engineering Division), 221 East Second Street, Moscow, ID 83843.

Questions should be directed to Kendra Ewing, City of Moscow Engineering Division, 221 East Second Street, Moscow, ID, via Email only at: kewing@ci.moscow.id.us

Any objections to the contents or terms of the Specifications shall be raised three (3) days prior to bid opening or it shall be deemed to have been waived.

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

Kendra Ewing, Deputy City Clerk

Publish Dates: April 17 & April 24, 2021

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ _____	\$ _____
2A.	Remove / Dispose of Bituminous Surface	67 SY	\$ _____	\$ _____
2B.	Remove / Dispose of Concrete Sidewalk	23 SY	\$ _____	\$ _____
2C.	Remove / Dispose of Concrete Curb	25 LF	\$ _____	\$ _____
3A.	Single 2 - Inch Horizontal Directional Drilling	1282 LF	\$ _____	\$ _____
3B.	Double 2 - Inch Horizontal Directional Drilling	199 LF	\$ _____	\$ _____
3C.	Triple 2 - Inch Horizontal Directional Drilling	658 LF	\$ _____	\$ _____
3D.	Single 4 - Inch Horizontal Directional Drilling	4460 LF	\$ _____	\$ _____
4A.	Place Utility Vault (Zipty)	6 EA	\$ _____	\$ _____
4B.	Place Utility Vault (Spectrum)	5 EA	\$ _____	\$ _____
5.	¾" (-) Crushed Aggregate Base	145 TON	\$ _____	\$ _____
6.	Cold Mix Asphalt Patching	80 SY	\$ _____	\$ _____
7.	Inlet Protection	15 EA	\$ _____	\$ _____
8.	Traffic Control	1 LS	\$ _____	\$ _____

ADDITIONAL ALTERNATIVE

3E.	Double 4 - Inch Horizontal Directional Drilling	2230 LF	\$ _____	\$ _____
			Add. Alt. Total	\$ _____

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2021

SP-3. HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of but, but not limited to, the horizontal directional drilling of underground conduit to provide pathways for communication lines. Directional boring pits shall be a minimum of two (2) feet from the edge of any pavement with active traffic, unless otherwise approved by the Engineer. Excessive use of water that might undermine the sidewalk or soften the subgrade will not be permitted.

Where directional boring is called for, pipe shall be installed using a surface-launched, steerable drilling tool. Drilling shall be accomplished using a high-pressure fluid jet tool-head. The drilling fluid shall be used to maintain the stability of the tunnel, reduce drag on the pipe, and provide backfill between the conduit and tunnel. A guidance system that measures the depth, lateral position, and roll shall be used to guide the tool-head when creating the pilot hole. Once the pilot hole is established, a reamer and swivel shall be used to install the conduit. Reaming diameter shall not exceed 1.5 times the diameter of the conduits being installed. Conduit that is being pulled into the boring shall be installed in such a manner that the conduit is not damaged during installation. The pullback force on the conduit shall be controlled to prevent damage to the conduit. A vacuum spoils extraction system shall be used to remove any excess spoils generated during the installation. Excess drilling fluid and spoils shall be disposed of. The method and location used for disposal of excess drilling fluid and spoils shall be subject to the Engineer's approval. Drilling fluid returns (caused by fracturing of formations) at locations other than the entry and exit points shall be minimized. Any drilling fluid that surfaces through fracturing shall be cleaned up immediately. Mobile spoils-removal equipment capable of quickly removing spoils from entry or exit pits and areas with returns caused by fracturing may be required as necessary during drilling operations.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

A. SINGLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of, but not limited to, the excavation, boring, and installation of one (1) two-inch (2") HDPE conduit. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified rock backfill, and all connections needed to complete the work. Pipe material shall be HDPE or approved alternative. Three quarter inch minus (3/4" -) rock shall be used to fill any required excavation in lifts not to exceed eight (8) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between rock and existing soil. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-19, ES-20, ES-23, and the Standard Drawings.

B. DOUBLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of, but not limited to, the excavation, boring, and installation of two (2) two-inch (2") HDPE conduit. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified rock backfill, and all connections needed to

complete the work. Pipe material shall be HDPE or approved alternative. The pipe shall be set a minimum of thirty-six (36) inches underneath the base aggregate layer for the bathroom pad. Three quarter inch minus (3/4"-) rock shall be used to fill any required excavation in lifts not to exceed eight (8) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between rock and existing soil. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-19, ES-20, ES-23, and the Standard Drawings.

C. TRIPLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of, but not limited to, the excavation, boring, and installation of three (3) two-inch (2") HDPE conduit. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified rock backfill, and all connections needed to complete the work. Pipe material shall be HDPE or approved alternative. Three quarter inch minus (3/4"-) rock shall be used to fill any required excavation in lifts not to exceed eight (8) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between rock and existing soil. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-19, ES-20, ES-23, and the Standard Drawings.

D. SINGLE 4 – INCH HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of, but not limited to, the excavation, boring, and installation of one (1) four-inch (4") HDPE conduit. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified rock backfill, and all connections needed to complete the work. Pipe material shall be HDPE or approved alternative. Three quarter inch minus (3/4"-) rock shall be used to fill any required excavation in lifts not to exceed eight (8) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between rock and existing soil. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-19, ES-20, ES-23, and the Standard Drawings.

E. DOUBLE 4 – INCH HORIZONTAL DIRECTIONAL DRILLING

This work shall consist of, but not limited to, the excavation, boring, and installation of two (2) four-inch (4") HDPE conduit. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified rock backfill, and all connections needed to complete the work. Pipe material shall be HDPE or approved alternative. Three quarter inch minus (3/4"-) rock shall be used to fill any required excavation in lifts not to exceed eight (8) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between rock and existing soil. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance

with the Project Plans, Engineering Specifications ES-5, ES-19, ES-20, ES-23, and the Standard Drawings.

Measurement and Payment:

Measurement for all HORIZONTAL DIRECTIONAL DRILLING shall be by the linear foot as measured in the field, complete and including bore pit excavation and specified backfill. All bends, bands, fittings, and connections will be considered incidental to the installation of pipe but measurement will be taken along the pipe centerline including bends and fittings. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-3. A. SINGLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING..... L.F.

SP-3. B. DOUBLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING... L.F.

SP-3. C. TRIPLE 2 – INCH HORIZONTAL DIRECTIONAL DRILLING..... L.F.

SP-3. D. SINGLE 4 – INCH HORIZONTAL DIRECTIONAL DRILLING..... L.F.

SP-3. E. DOUBLE 4 – INCH HORIZONTAL DIRECTIONAL DRILLING... L.F.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

Remand Decision Regarding the Appeal of Conditional Use Permit at 1400 E Seventh Street – Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich

REVIEWED BY

Administrative Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On February 19, 2021, PI Tower Development LLC applied for a Conditional Use Permit (CUP) to construct an 80' Wireless Communication Facility (WCF) that would accommodate three carriers within a fully enclosed 800 sf lease area and would resemble a church tower, located at 1400 E Seventh Street. The Board of Adjustment conducted a public hearing for the proposed conditional use on March 29, 2021, and subsequently voted to deny the CUP application.

On April 16, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they wished to appeal the Board of Adjustment's decision to City Council.

On May 3, 2021, City Council considered the appeal during a public meeting and remanded the matter to the Zoning Board of Adjustment and directed staff to prepare a written decision based on the Council's action. Staff prepared the written decision which was reviewed by the Administrative Committee on May 10, 2021 and recommended for approval.

STAFF RECOMMENDATION

Accept the written decision.

PROPOSED ACTIONS

ACTION: Approve the written decision.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Council Written Decision -1400 E Seventh Street - 5-3-21. GR

**BEFORE THE CITY COUNCIL
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

ORDER OF REMAND WITH INSTRUCTIONS FOR FURTHER CONSIDERATION AND DECISION REGARDING A CONDITIONAL USE PERMIT APPLICATION TO CONSTRUCT AN 80-FOOT-TALL WIRELESS COMMUNICATION FACILITY (WCF) LOCATED AT 1400 E SEVENTH STREET IN THE CITY OF MOSCOW, IDAHO WITHIN THE NEIGHBORHOOD BUSINESS (NB) ZONING DISTRICT PER MOSCOW CITY CODE 4-3-4.

WHEREAS, PI Tower Development, the applicant, filed an application for a Conditional Use Permit (LUP2021-0004) to construct an 80-foot-tall Wireless Communication Facility (WCF) on February 19, 2021; and

WHEREAS, the Moscow Board of Adjustment conducted a duly noticed public hearing upon the subject Conditional Use Permit application on March 29, 2021; and

WHEREAS, having considered the matter including all materials presented and testimony received, the Moscow Zoning Board of Adjustment denied the proposed Conditional Use Permit, based on Criterion #2, finding the WCF was not consistent with the existing character of the uses within the surrounding neighborhood and instructed Staff to prepare the Reasoned Statement of Relevant Criteria for the Board's review and approval; and

WHEREAS, on April 7, 2021, the Moscow Zoning Board of Adjustment met and approved the Reasoned Statement of Relevant Criteria and Standards establishing the Board's written decision upon the request and serving as the Board's final action upon the matter; and

WHEREAS, on April 16, 2021, Wireless Policy Group, filed a timely appeal to the decision of the Moscow Zoning Board of Adjustment in accordance with the requirements of Moscow City Code Section 4-8-5; and

WHEREAS, the Moscow City Council considered the appeal during a public meeting conducted on May 3, 2021; and

WHEREAS, the Moscow City Council reviewed the record established by the Board of Adjustment, did not consider any new or additional evidence, and heard appellant's argument on the appeal; and

WHEREAS, having considered the record established by the Board of Adjustment, and having considered the issues presented by the appellant and the applicant, the Council decided to remand the matter in part to the Zoning Board of Adjustment with instructions to consider retaining the architectural style, but reducing the diameter and overall massing of the proposed WCF to make it less intrusive to the neighborhood and surrounding uses.

THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION OF THE RECORD ESTABLISHED BY THE MOSCOW ZONING BOARD OF ADJUSTMENT AND HAVING CONSIDERED THE ISSUES PRESENTED BY THE APPELLANT AND THE APPLICANT, HEREBY CONCLUDES:

DECISION

The Moscow City Council hereby **REMANDS** the matter in part to the Zoning Board of Adjustment for the following sole and specific purpose:

1. To develop additional material information. Specifically, to determine whether the horizontal footprint and width of the proposed Wireless Communication Facility can be reduced in order to be less intrusive to the neighborhood and surrounding land uses and ultimately satisfy Criterion #2.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW THE ____ DAY OF _____, 2021.

Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of the Council decision passed at a regular meeting of the City Council, City of Moscow, held on May 3, 2021.

ATTEST:

Laurie Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

Ghormley Pickleball Courts Project Bid Results and Contract Award - Nate Suhr

RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The 2021 Ghormely Pickleball Courts Project consists of the construction of HMA asphalt pickleball courts, including lighting, net post footings, surfacing, line painting, the construction of sidewalk, site amenities and landscape site work north of the Ghormley Park parking lot. An electronic bid solicitation for the Pickleball Court Project was issued in a Public bid solicitation on April 16, giving bidders two weeks to respond. The project was advertised with a Base Bid to install four (4) Pickleball courts to the West of the Ghormley Park bathrooms and a single Additional Alternative to remove a majority of the old tennis court to the South of the Softball fields and restore the area with topsoil and seed. The Moscow School District has expressed the desire to retain the old tennis courts to repurpose for playground uses, therefore staff is not recommending acceptance of the bid alternate at this time. One (1) responsive bid totaling \$188,820.50 for the Base Bid and \$53,400 for the Additional Alternative was received on May 4, 2021. Motley-Motley, Inc. of Pullman, Washington submitted the low bid on the project. The Engineer's Estimate for the project for the Base Bid was \$146,875.45 and the Additional Alternative was \$88,333.00. A bid tabulation is attached. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

STAFF RECOMMENDATION

Accept the Base Bid from Motley-Motley, Inc. and award the contract in the amount of \$188,820.50, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$18,882.00).

PROPOSED ACTIONS

ACTION: Accept the Base Bid from Motley-Motley, Inc. and award the contract in the amount of \$188,820.50, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$18,882.00).

FISCAL IMPACT

The budget for Ghormley Pickleball Courts Project will be expended from the Parks Improvement line of the Recreation and Culture Capital Projects Fund (GL 350-165-770-73).

PERSONNEL IMPACT

The project will be inspected by Engineering Division Staff.

ATTACHMENTS

1. Ghormely Pickleball Project Bid Tabulation
2. Ghormley Pickleball Courts Project - ConstructionAgreement_final

**Ghormely Pickball Project - 2021
Bids Opened 5/4/2021**

Item No.	Item Description	Qty.	Unit	Engineers Estimate		Bid From:	
				Unit Price	Amount	Motley-Motley, Inc.	
						Price	Total
1	Mobilization	1	LS	\$13,000.00	\$13,000.00	\$22,000.00	\$22,000.00
2A	Excavation	106	CY	\$40.00	\$4,231.60	\$25.00	\$2,650.00
2B	Excavation, Stockpile, and Placement of Topsoil	21	CY	\$60.00	\$0.00	\$50.00	\$1,050.00
3C	Remove / Dispose Playground Equipment	1	LS	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00
4	Soft Spot Repair	237	SY	\$22.00	\$10,406.00	\$30.00	\$7,110.00
5	Subgrade Separation Geotextile	946	SY	\$2.35	\$552.25	\$2.25	\$2,128.50
6	3/4" (-) Crushed Aggregate Base	341	TON	\$25.00	\$10,337.80	\$26.00	\$8,866.00
7	Imported Topsoil	18	CY	\$40.00	\$720.00	\$60.00	\$1,080.00
8	Misc. Landscaping	1	LS	\$9,000.00	\$9,000.00	\$5,800.00	\$5,800.00
10	Hot Mix Asphalt Court Surface	162	TON	\$150.00	\$19,393.00	\$145.00	\$23,490.00
11	Concrete Sidewalk	160	SY	\$60.88	\$9,740.80	\$75.00	\$12,000.00
12	Truncated Domes 4'	16	SF	\$80.00	\$1,280.00	\$27.00	\$432.00
13	Surface Coating	946	SY	\$20.00	\$18,920.00	\$18.50	\$17,501.00
14	Line Painting	792	LF	\$0.75	\$594.00	\$2.75	\$2,178.00
15	Install Net Footings	12	EA	\$600.00	\$2,400.00	\$1,200.00	\$14,400.00
16	Lighting	1	LS	\$36,000.00	\$36,000.00	\$54,000.00	\$54,000.00
17	Benches & Garbage Can	1	LS	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
18	4' Orange Construction Fence	510	LF	\$5.00	\$2,550.00	\$5.00	\$2,550.00
19	Inlet Protection	1	EA	\$250.00	\$250.00	\$85.00	\$85.00
21	Traffic Control	1	LS	\$3,500.00	\$3,500.00	\$6,600.00	\$6,600.00
				TOTAL	\$146,875.45	TOTAL	\$188,820.50

Additional Alternative: Tennis Court Removal & Field Restoration

Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total
2A	Excavation	321	CY	\$40.00	\$12,840.00	\$20.00	\$6,420.00
2B	Excavation, Stockpile, and Placement of Topsoil	58	CY	\$60.00	\$3,480.00	\$35.00	\$2,030.00
3A	Remove / Dispose of Bituminous Surface	1924	SY	\$25.00	\$48,100.00	\$8.00	\$15,392.00
3B	Remove Tennis Court Net Footings	8	EA	\$300.00	\$2,400.00	\$900.00	\$7,200.00
7	Imported Topsoil	423	CY	\$35.00	\$14,805.00	\$35.00	\$14,805.00
9	Seeding	1924	SY	\$2.00	\$3,848.00	\$2.50	\$4,810.00
19	4' Orange Construction Fence	472	EA	\$5.00	\$2,360.00	\$5.00	\$2,360.00
20	Inlet Protection	1	EA	\$250.00	\$250.00	\$83.00	\$83.00
21	Straw Wattles	50	LF	\$5.00	\$250.00	\$6.00	\$300.00
				TOTAL	\$88,333.00	TOTAL	\$53,400.00

**CONSTRUCTION AGREEMENT
FOR GHORMLEY PICKLEBALL COURTS PROJECT - 2021
BETWEEN CITY OF MOSCOW, IDAHO
AND MOTLEY-MOTLEY, INC.**

THIS CONSTRUCTION AGREEMENT FOR GHORMLEY PICKLEBALL COURTS - 2021 BETWEEN CITY OF MOSCOW, IDAHO, AND MOTLEY-MOTLEY, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Motley-Motley, Inc, 6901 WA 270, Pullman, Washington 99163 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" see Attachment 'A', CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Drawings, Specifications and Proposal, Attachment 'B' for: Ghormley Pickleball Courts Project - 2021, City of Moscow Project No. 121-020; consisting of 134 pages;
2. Bid Proposal of CONTRACTOR, dated May 4, 2021, see Attachment 'C', which includes Performance and Payment Bonds, and Insurance Certificates, consisting of 9 pages;
3. Addendum No. 1, Attachment 'D', consisting of 4 pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the General Conditions of Attachment 'B'.

**ARTICLE 2.
WORK**

CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents, contained herein under Article 1. for CITY project (hereinafter “Project”) titled:

“Ghormley Pickleball Courts Project - 2021”

**ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall be substantially completed on or before September 3, 2021, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

**ARTICLE 4.
CONTRACT SUM**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of One Hundred Eighty-Eight Thousand Eight Hundred Twenty and 50/100 Dollars (\$188,820.50), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of One Hundred Eighty-Eight Thousand Eight Hundred Twenty and 50/100 Dollars (\$188,820.50), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

The Parties warrant by their signatures that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the

Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all work required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will, in any way, serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11.
EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section 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 other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12.
LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13.
JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**ARTICLE 14.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

CONTRACTOR:

Motley-Motley, Inc.
Frank J. Motley
6901 State Route 270
Pullman, Washington 99163

CITY:

City of Moscow
Engineering Division
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

ARTICLE 18. EXECUTION

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

Motley-Motley, Inc.

CITY:

City of Moscow, Idaho

By: Frank J. Motley

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Frank J. Motley, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Motley-Motley, Inc..

Notary Public for the State of _____
Residing at _____
My commission expires _____

Attachment A

**INVITATION TO BID
CITY OF MOSCOW GHORMELY PICKLEBALL COURTS PROJECT - 2021**

Advertised: 4/17/2021 & 4/24/2021
Last Modified: 4/14/2021
Due Date & Time: 4/30/2021 at 3:00PM

Contact Person: Kendra Ewing
Email: kewing@ci.moscow.id.us

The City of Moscow, Idaho is accepting sealed bids to be submitted to the business office of the Community Planning & Design, Engineering Division at 221 E. Second Street, Moscow, Idaho 83843, and clearly marked "Bid Enclosed – Ghormley Pickleball Courts Project – 2021" until 3:00 p.m., prevailing local time, Friday, April 30, 2021, for the following project:

Ghormley Pickleball Courts Project - 2021

At 3:30 p.m., on the same day referenced above, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

This project consists of the installation of an asphalt pickleball surface, net footings, surface coating, installation of pickleball court lighting, benches, trash receptacle, sidewalk, and pedestrian ramp to include truncated domes. Also included is an Additional Alternative removal of existing tennis court asphalt surface, gravel base, tennis court net footings, and the placement of topsoil and grass, at Ghormley Park located within the city of Moscow.

Complete digital Project Manual and Project Plans, may viewed at: https://www.questcdn.com/questcdn/action/showModifyProjPage/projects/prj_add_mod/project_modify.html?projType=project&jobPK=7759857 Once on the Quest site, you may download the digital plan documents for a non-refundable fee of \$20.00. The Quest project number is 7759857. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT - All communication about this project, including addenda will only be issued via QuestCDN, and only to those firms listed on the Plan Holder's List.

The Contract Documents may also be examined at the City of Moscow Community Planning & Design, Engineering Division, 221 East Second Street, Moscow, ID 83843.

Questions should be directed to Kendra Ewing, City of Moscow Engineering Division, 221 East Second Street, Moscow, ID, via Email only: kewing@ci.moscow.id.us

Any objections to the contents or terms of the documents shall be raised three (3) business days prior to bid opening or it shall be deemed to have been waived.

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

Publish Dates: April 17 & April 24, 2021

Kendra Ewing, Deputy City Clerk

Attachment B



**COMMUNITY PLANNING & DESIGN
ENGINEERING DIVISION**

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

**GHORMLEY PICKLEBALL COURTS PROJECT -
2021**

CITY OF MOSCOW PROJECT NO. 121-020

CITY OF MOSCOW, IDAHO

**Community Planning and Design
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications and Proposal

GHORMLEY PICKLEBALL COURTS PROJECT - 2021

CITY OF MOSCOW PROJECT NO. 121-020

**Original Signed By:
Brian Scott Bontrager**

Date Original Signed:
04/16/2021
On File With:
City of Moscow
Engineering Division

**CITY ENGINEER:
SCOTT BONTRAGER, P.E.**

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed and signed bids to be submitted to the business office of The Community Planning & Design Building at 221 East Second Street, Moscow, Idaho 83843, and clearly marked "Bid Enclosed –GHORMLEY PICKLEBALL COURTS PROJECT - 2021" until 3:00 p.m., prevailing local time, Friday, April 30, 2021, for the following project:

GHORMLEY PICKLEBALL COURTS PROJECT - 2021

At 3:30 p.m. on the same day, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, on the second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

This project consists of the construction of HMA asphalt pickleball courts, including lighting, net post footings, surfacing, line painting, the construction of sidewalk, site amenities and landscape site work north of the Ghormley Park parking lot. All work to be in accordance with project plans and specifications.

Complete digital Project Manual and Project Plans, may viewed and downloaded at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "Ghormley Pickleball Courts Project - 2021"

Once on the Quest site, you may download the digital plan documents for a non-refundable fee of \$20.00. The Quest project number is 7759857. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT – All communication about this project, including addenda will only be issued via QuestCDN, and only to those firms listed on the Plan Holder's List.

The Contract Documents may also be examined at the City of Moscow Paul Mann Building (Engineering Division), 221 East Second Street, Moscow, ID 83843.

Questions should be directed to Kendra Ewing, City of Moscow Engineering Division, 221 East Second Street, Moscow, ID, via Email only at: kewing@ci.moscow.id.us

Any objections to the contents or terms of the Specifications shall be raised three (3) days prior to bid opening or it shall be deemed to have been waived.

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

Kendra Ewing, Deputy City Clerk

Publish Dates: April 17 & April 24, 2021

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for GHORMLEY PICKLEBALL COURTS PROJECT - 2021, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid item deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number _____.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. _____			
b. _____			
c. _____			
d. _____			
e. _____			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for GHORMLEY PICKLEBALL COURTS PROJECT - 2021 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ _____	\$ _____
2A.	Excavation	106 CY	\$ _____	\$ _____
3C.	Remove / Dispose Playground Equipment	1 LS	\$ _____	\$ _____
4.	Soft Spot Repair	237 SY	\$ _____	\$ _____
5.	Subgrade Separation Geotextile	946 SY	\$ _____	\$ _____
6.	¾" (-) Crushed Aggregate Base	341 TON	\$ _____	\$ _____
7.	Imported Topsoil	18 CY	\$ _____	\$ _____
8.	Misc. Landscaping	1 LS	\$ _____	\$ _____
10.	Hot Mix Asphalt Court Surface	162 TON	\$ _____	\$ _____
11.	Concrete Sidewalk	160 SY	\$ _____	\$ _____
12.	Cast Iron Truncated Domes 4'	16 SF	\$ _____	\$ _____
13.	Surface Coating	946 SY	\$ _____	\$ _____
14.	Line Striping	792 LF	\$ _____	\$ _____
15.	Install Net Footings	12 EA	\$ _____	\$ _____
16.	Lighting	1 LS	\$ _____	\$ _____
17.	Benches & Garbage Can	1 LS	\$ _____	\$ _____
18.	4' Orange Construction Fence	510 LF	\$ _____	\$ _____
19.	Inlet Protection	1 EA	\$ _____	\$ _____
21.	Traffic Control	1 LS	\$ _____	\$ _____
			Base Bid Total	\$ _____

ADDITIONAL ALTERNATIVE

2A.	Excavation	321 CY	\$		\$	
2B.	Excavation, Stockpile, and Placement of Topsoil	58 CY	\$		\$	
3A.	Remove / Dispose Bituminous Surface	1924 SY	\$		\$	
3B.	Remove / Dispose Tennis Court Net Footings	8 EA	\$		\$	
7.	Imported Topsoil	423 CY	\$		\$	
9.	Hydroseeding	1924 SY	\$		\$	
17.	4' Orange Construction Fence	472 LF	\$		\$	
18.	Inlet Protection	1 EA	\$		\$	
19.	Straw Wattles	50 LF	\$		\$	
			Add. Alt. Total		\$	

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2021

(DRAFT – DO NOT SUBMIT WITH BID)

**CONSTRUCTION AGREEMENT
FOR GHORMLEY PICKLEBALL COURTS PROJECT - 2021
BETWEEN CITY OF MOSCOW, IDAHO
AND _____**

THIS CONSTRUCTION AGREEMENT FOR GHORMLEY PICKLEBALL COURTS PROJECT - 2021 BETWEEN CITY OF MOSCOW, IDAHO AND _____ (hereinafter "Agreement"), dated this _____ day of _____, 2021, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and _____ (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a Bid Proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: GHORMLEY PICKLEBALL COURTS PROJECT - 2021
City of Moscow Project No. 121-021
3. Bid/Proposal of CONTRACTOR, dated _____, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Addenda issued prior to the opening of bids, to be physically attached to this Agreement;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

**ARTICLE 2.
WORK**

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

GHORMLEY PICKLEBALL COURTS PROJECT - 2021

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“Ghormley Pickleball Courts Project - 2021”

**ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall be substantially completed on or before September 3, 2021, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

**ARTICLE 4.
CONTRACT SUM**

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of _____, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of _____ unless otherwise authorized by CITY in writing. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or Subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

**ARTICLE 6.
SCOPE OF SERVICES**

CONTRACTOR shall perform all Work required by the Contract Documents. All Work shall be completed in accordance with the specifications and plans established for this Project.

**ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION**

GHORMLEY PICKLEBALL COURTS PROJECT - 2021

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In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its Subcontractors; or on account of or in consequence of any neglect in safeguarding the Project; or through use of unacceptable materials in constructing the Project; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Engineer and CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the Work under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Work hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its Subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity.

GHORMLEY PICKLEBALL COURTS PROJECT - 2021

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CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section 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 other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

ARTICLE 14. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

ARTICLE 15. COMMUNICATIONS

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

Contractor:

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed hereunder.

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by the CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

**ARTICLE 18.
EXECUTION**

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

ATTEST:

By:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

GHORMLEY PICKLEBALL COURTS PROJECT - 2021

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STATE OF _____)
 _____) ss:
 County of _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for _____.

(seal)

Notary Public residing at: _____
 My commission expires: _____

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

- A. It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedure in the installation of material and equipment and in the manufacture or delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material, equipment and labor necessary to complete said contract in accordance with all of its terms and conditions. All contracts shall be awarded subject to those instructions to bidders.
- B. The plans and specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not stated therein or shown. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein.

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

- A. Plans and Specifications are on file in the office of the City Engineer. Copies of same may be obtained electronically from www.questcdn.com for a non-refundable fee of \$20.00. Additional information relative to same may be obtained from the office of the City Engineer.

IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A. Bidders shall satisfy themselves by personal examination of the plans, specifications, and site of the proposed improvement, and by any other examinations and investigation which they may desire to make, as to the accuracy of the estimate of quantities, the nature of the soil, conditions of the project site, and difficulties to be encountered.

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

- A. Bids shall be prepared and submitted upon the "Proposal" form supplied by the Engineer. Each and every blank provided for in the "Proposal" shall be filled in with ink or typing. Proposals, which are incomplete or submitted on an unauthorized form, may be rejected as informal.

GHORMLEY PICKLEBALL COURTS PROJECT - 2021

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- B. After the date and hour set for the opening of the bids, no bidder may withdraw his/her proposal unless award of contract is delayed for a period exceeding the time limits described in IB-8, AWARD OF CONTRACT.
- C. If discrepancies exist between the Unit Prices and the Total Price or Bid Total amount, the CITY will use the Unit Prices and calculate a corrected Bid Total.
- D. The CITY reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the CITY.

IB-5. PROPOSAL GUARANTY

- A. Each proposal must be accompanied by cash, a certified check, bid bond, or cashier's check in an amount not less than five percent (5%) of the total amount bid. This guaranty or "Good faith token" will be held until the successful bidder has, within ten (10) days from the date of notification of award of contract, executed the contract and furnished approved separate performance and payment bonds, each in an amount equal to one hundred percent (100%) of the amount of the contract. There shall also be submitted with the surety bonds, evidence of public liability insurance coverage in amounts not less than those specified in the general specifications included herein.

IB-6. RETURN OF PROPOSAL GUARANTY

- A. Immediately after the bid prices have been compared, the Clerk will return the guaranties accompanying such proposals as in the CITY's judgment will not be considered in awarding the contract. All other proposal guaranties will be held until the contract and other legal requirements the successful bidder must execute, furnish and/or comply with, have been completed, after which they will be returned to the respective bidders whose proposals they accompany.

IB-7. QUALIFICATIONS OF BIDDER

- A. The CITY desires that this project shall be built by a contractor who is competent and adequately financed. The CITY may request the Bidder to submit a written statement to show experience in construction work of this character as an indication of qualification and business standing. If required, the Bidder may make his/her statement in such form as may seem appropriate; said statement shall be notarized.
- B. This public works project is not financed in whole or in part by federal-aid funds. Bid proposals will be accepted from those contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.
- C. The prime contractor shall submit with his/her proposal a list of the subcontractors and their license numbers.
- D. The successful bidder, in addition to listing the names and addresses of subcontractors in his bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may, within a reasonable time, object to as incompetent or undesirable.

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IB-8. AWARD OF CONTRACT

- A. The contract will not be awarded until the CITY is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The CITY may request and the bidder must provide the CITY with a current balance sheet and a list of tools owned by the bidder.
- B. Within thirty (30) days after the opening of the proposals the CITY will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the CITY's judgment, will serve the best interest of the CITY.
- C. The contract will not be awarded until the bidder has obtained an appropriate Idaho public works license from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

IB-9. FAILURE TO EXECUTE CONTRACT

- A. In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the Engineer of the award of contract, the certified check, bank draft, money order of bid bond will be forfeited to the CITY as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the City, be awarded the contract.

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.
- C. In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the Engineer of the award of contract, the certified check, bank draft, money order of bid bond will be forfeited to the CITY as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the City, be awarded the contract.

IB-11. WAGE RATES

- A. Contractors are not required to pay prevailing wages on this Project. Prevailing wages no longer are required on Public Works projects in Idaho.

IB-12. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT

- A. The contractors, in consideration of securing the business of erecting or construction public works in this State, recognizing that the business in which he/she is engaged is of a transitory character, and that in the pursuit thereof, his/her property used therein may be without the State when taxes, excises, or license fees to which he/she is liable become payable, agrees:
1. To pay promptly when due all taxes, (other than real property), excises and license fees due to the State, its subdivisions, and municipal quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
 2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability, for the payment thereof exists, even though the same constitute liens upon his/her property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 3. That, in the event of his/her default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him/her hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

IB-13. PERFORMANCE PERIOD

- A. This work shall start no earlier than May 5, 2021 and shall be substantially completed no later than September 3, 2021. The work shall be completed within Forty Five (45) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

- A. The bidder shall submit a proposal for all divisions, if applicable. Considerations of proposals for each division of work shall be made separately (i.e. one bidder may be awarded one division; another bidder may be awarded one of the other divisions).

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

- A. All bidders shall comply with Idaho Code Section 67-2310. **Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void.** Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.
- B. The name, address, Idaho Public Works License Number and bid amount for each subcontractor to be utilized on the project must appear on the bid. Every subcontractor intending to perform plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address, and Idaho Public Works License Number which allows it to perform such work, and bid amount for each of the following areas: plumbing work, heating and air conditioning work, electrical work. If a subcontractor intends to perform work in more than one of these specialties, such a subcontractor must list its name, address, Idaho Public Works License Number, and bid amount more than once (i.e., for each of the following subject areas: plumbing work, heating and air conditioning work, electrical work). It is helpful, but not mandatory, that each subcontractor includes its specialty construction category numbers, if any, with its submission of its Idaho Public Works License Number.
- C. Every contractor intending to perform its own plumbing work, and/or heating and air conditioning work, and/or electrical work, must include its name, address, and Idaho Public Works License Number which allow it to perform such work for each of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does not need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.
- D. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may within a reasonable time object to as incompetent or undesirable.

GENERAL CONDITIONS

GC-1. COMPLIANCE

- A. The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his/her surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.
- B. All work shall be completed in accordance with the specifications and plans established for this project.

GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Assistant Parks and Recreation Director	The City Parks & Facilities Manager of Moscow, Idaho, and/or engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned
Attorney	The City Attorney of Moscow, Idaho.
City	The City of Moscow, Latah County, Idaho ("CITY"), a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the CITY is to be considered the acts of the Council acting through the Mayor and Clerk.
City Engineer	The City Engineer of Moscow, Idaho, resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
Clerk	The duly appointed City Clerk of the City of Moscow, Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these specifications. The term also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of Moscow, Idaho.

Engineer	The Project Engineer, if such is designated by the Contract Documents.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the "Contractor" but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him/her such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him/her from responsibility for errors of any sort in shop drawings or schedules.
- D. The Contractor shall keep one (1) copy of all drawings and specifications on the work, in good order, available to the Engineer, CITY, and its representatives.

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

- A. No alteration or modification of the terms and conditions of the Contract Documents, except by written change order as provided herein, will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor, CITY, and the Engineer.

GC-5. INVESTIGATION BY BIDDERS

- A. The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine and investigate the entire bid prices submitted on their proposals. No bidder may, without the

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consent of CITY, withdraw his/her proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing his/her proposal.

GC-6. NON-DISCRIMINATION

- A. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or disability.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

- A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitted proposals hereunder must apply to the Engineer for the required information or explanation before the bids are submitted.
- B. The request for such explanation or interpretation shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the Engineer in writing and a copy will be filed in the office of the City Clerk. CITY will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold CITY or any person responsible for any error or omission that may have been made by the bidder.

GC-8. CONTRACTS

- A. Contract Form
 - 1. A copy of the construction agreement form is included in these documents.
- B. Execution of Agreement
 - 1. Within ten (10) days after receiving properly prepared Contract Documents from CITY, the successful bidder shall sign the Agreement. Work shall be started upon written notice to proceed from the Engineer.
- C. Subcontracts
 - 1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
 - 2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.

a. The Contractor shall bind every subcontractor to the following:

- (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
- (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
- (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.

b. The Contractor agrees:

- (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
- (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him/her as the total amount certified to the Contractor is to the value of the work done by him/her.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

D. CITY's Right to Terminate Agreement - If the Contractor:

- 1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or
- 2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or
- 3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
- 4. Discontinues the prosecution of the work for more than ten (10) days; or
- 5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- 6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
- 7. Disregards laws, ordinances, or the instruction of the Engineer; or
- 8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- 9. Makes an assignment for the benefit of creditors; or
- 10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then CITY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. CITY may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an Agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.
- 11. Costs and charges incurred by CITY, together with the cost of completing the work under the Agreement, will be deducted from any moneys due or which may become due the Contractor. If

such expense exceeds the sum which would have been payable under the Agreement, then the Contractor and its surety shall be liable and shall pay to CITY the amount of such excess.

E. Contractor's Right to Stop Work or Terminate Agreement:

1. If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him/her, or if the Engineer should fail to issue any certificate for payment within twenty-two (22) days after it is due, or if CITY should fail to pay to the Contractor within twenty-two (22) days of its maturity and presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to CITY and Engineer, stop work or terminate this Agreement or recover from CITY payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment:

1. The Contractor shall not assign this contract or sublet or subcontract any portion of it without the prior written consent of CITY nor shall the Contractor assign any moneys due or to become due to him/her hereunder, without the prior written consent of CITY. Any such assignment or sublet without such prior written consent shall be null and void and shall be a ground for termination for cause of this contract by CITY.

GC-9. QUANTITIES FURNISHED BIDDERS

A. Unit Price Contract. The estimates of quantities are only approximate and are for the purpose of comparing bids. CITY reserves the right to increase or decrease individual items in such amount as may be in CITY'S sole judgment, to CITY'S best interests depending upon conditions encountered or observed during the Project. It shall be CONTRACTOR'S responsibility to satisfy itself as to the accuracy of the estimates. The Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal.

1. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:
 - i. If the total cost of a particular item of Unit Price Contract amounts to fifteen percent (15%) or more of the total Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Contract performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Bid Form; and

- ii. If there is no corresponding adjustment with respect to any other item of Work; and
- iii. If CONTRACTOR thinks that CONTRACTOR has incurred additional expense as a result thereof; or if the CITY thinks that the quantity variation entitles the CITY to an adjustment in the unit price, either the CITY or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of one hundred twenty-five percent (125%) of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the CITY or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with the General Conditions.

Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of Unit Price Work performed by CONTRACTOR.

- B. Lump Sum Contract. The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be performed for such sums as the Engineer may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he/she deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons whom he/she has reasonable objection.

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.
- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

- A. CITY shall have the right to issue written change orders to Contractor within the general scope of the work without the consent of the Contractor and without notice to any surety of the Contractor. If for any reason extra work is ordered by CITY and the compensation for such extra work cannot be agreed upon in advance, such work will be paid for at the actual cost of the labor, materials, and field supervision required, with the addition of not to exceed a total of fifteen percent (15%) to cover general overhead and profit (including subcontractor's general overhead and profit), use of small tools, payment of insurance and medical aid, taxes, and all other costs in connection therewith. If a fixed sum or unit prices can be agreed upon for any extra work that may be ordered, such sum and prices, together with a description of the work, shall be made a part of the written order. Such orders will be prepared by the Engineer in triplicate, with one (1) copy to CITY, one (1) to the Contractor and one (1) retained by the Engineer.
- B. If during the progress of the work, the Contractor believes he/she is entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to CITY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, CITY may, at its discretion, reject the claim. CITY shall specifically reject claims of this nature that have been withheld by the Contractor for more than thirty (30) days.

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. CITY may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;

2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 3. Failure of the Contractor to make proper payments to a subcontractor;
 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:
1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.
 2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the

Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.

- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty-one (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying CITY of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.
- B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for

examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.

- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.
- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11.
- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and Agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.
- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.
- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor

shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

GC-17. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED

- A. The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied CITY in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.
- B. The Contractor shall take out and maintain during the term of this Agreement, statutory worker's compensation insurance for all employees who will work on this Project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.
- D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.
- F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

- A. The Contractor shall furnish CITY a license or licenses for the use of any process or processes in connection with this Project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

- A. The Contractor shall be responsible for all work until its acceptance by CITY.
- B. The Contractor shall be responsible for all work until its acceptance by the CITY.
- C. The Contractor shall be responsible for all quality control including but not limited to tests and inspections; correction, removal of defective work.
 - 1. Tests and Inspections
 - a. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
 - b. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for CITY's and Engineer's acceptance of the Work at the site except: costs incurred in connection with tests or inspections as otherwise specifically provided in the Contract Documents.
 - c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- d. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to City and Engineer.
- e. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- f. Uncovering Work as provided in paragraph e. above shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

GC-20. USE OF COMPLETED PORTION

- A. CITY reserves the right to use and occupy any portion of the improvement which has been completed sufficiently to permit use and/or occupancy, and such use and/or occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which CITY may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

GC-21. SIGNATURES

- A. A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the Agreement, the Agreement shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or Agreement is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the Agreement subject to the approval of the Attorney, who may, at his/her discretion, require each and every member of the co-partnership to sign the Agreement.

GC-22. ORDERS TO BEGIN WORK

- A. The successful bidder shall not begin work until after the Agreement has been executed and the surety bond and insurance has been approved by the Attorney. The order for the Contractor to begin work shall be issued by the Engineer by a written "Notice to Proceed".

GC-23. ORDER OF WORK

- A. The Agreement period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.
- B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.

- C. The specific details of the order of work will be established by the Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Engineer. At this time the successful bidder shall present a written schedule for the entire Project, specifying the beginning and completion dates for each phase of work. Once approved by the Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability to the Engineer or CITY for Contractor's means, methods, sequences, techniques or site safety.

GC-24. EFFICIENCY OF OPERATION/LICENSING

- A. The work embraced in this Project shall be started at the earliest possible date after issuance of the Notice to Proceed, and shall be prosecuted regularly and without interruption thereafter, unless otherwise directed by the Engineer. The Contractor shall furnish work force and equipment sufficient to accomplish full completion of the work within the time specified in the proposal and Agreement. The Contractor shall at all times employ efficient and experienced workers. Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with law and/or regulation.

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:
 - 1. Inform the Engineer in writing of such need; and
 - 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 - 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 et seq.
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.
- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.

- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

- A. The Contractor shall be responsible for the safety of his/her work, equipment, and materials until the finished project is accepted by CITY.

GC-27. GUARDS AND BARRICADES

- A. The Contractor shall erect and maintain such barricades, detour signs and warning lights as will effectively mark any hazards or detours and the Contractor shall be liable for any damage occasioned by his/her acts or negligence, or the acts or negligence of his/her employees, agents or subcontractors, and shall indemnify CITY and the Engineer against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices".

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

- A. Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Engineer and Streets Department. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-29. MAINTAINING POSTAL SERVICE

- A. Postal service shall be maintained in accordance with instructions of the U.S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office Department, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the Post Office Department.
- B. It will be the Contractor's responsibility to contact the U.S. Post Office Department for their requirements in maintenance of postal service and to follow those requirements.

- C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.
- D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-30. EMERGENCY WORK

- A. The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays unless such work is ordered in writing by the Engineer.

GC-31. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him/her shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.
 - 2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event, CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work

in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

1. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. CITY shall give notice of observed defects with reasonable promptness.

C. Deductions for Uncorrected Work:

1. If the Engineer and CITY deem it inexpedient to correct work injured or done not in accordance with the Agreement, an equitable deduction from the Agreement price and/or extended warranty shall be made therefore.

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis of quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials of a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.
- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

- A. The Contractor shall, within ten (10) days after receipt of this notice to proceed, submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

GC-35. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.
- B. It is the Contractor's responsibility to notify "CALL BEFORE YOU DIG" at nationwide #811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- C. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.
- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.

- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

- A. The Contractor shall clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's work.

GC-37. CLEANUP

- A. The Contractor shall at all times during the work keep the premises clean and orderly. He/she shall promptly remove all waste materials and rubbish. All directions from the Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

GC-38. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT- [Form WH-5, Public Works Contract Report \(idaho.gov\)](#). Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make final payment to Contractor until a tax release - [Form ID CR-3, Request for Tax Release \(idaho.gov\)](#) from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

- A. In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his/her subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-40. JURISDICTION AND DISPUTE RESOLUTION

- A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY

second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.

- B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.
- C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:
 - 1. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 2. gives written notice to the other party of the intent to file an action in the Second Judicial District of the State of Idaho which court, the parties agree, is the court with jurisdiction to hear the dispute. The action must then be filed not later than sixty (60) days after substantial completion of the Project.

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:
- B. Those required by the Moscow City Code, such as:

Community Forestry Ordinance	§5-8-1 et seq.
Building Code	§7-1-1 et seq.
Plumbing Code	§7-1-2 et seq.
Electrical Code	§7-1-3 et seq.
Gas Code	§7-1-4 et seq.
Contractor Licensing Ordinance	§7-16-1 et seq.
- C. Those required by the Idaho Code or other State Law.
- D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

- A. Contractor shall comply with all statutes and regulations regarding environmental matters, including, but not limited to, matters of health, safety, exposure, disposal, reporting, mitigation, etc.

GC-43. NO THIRD PARTY BENEFICIARIES

- A. No claim as a third party beneficiary under this Agreement by any person other than Contractor shall be made or shall be valid against CITY, and CITY shall not be liable for or be held to pay any money to such person.

GC-44. COMPLIANCE WITH GRANT CONDITIONS

- A. Contractor shall comply with all conditions of, and all laws applicable to, and all policies, practices and procedures of the City applicable to, any federal, state or local grant received by the City or Contractor at any time with respect to this contract or with respect to the provision, performance or completion of the work.

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

The scope of work for the project is as set forth in the project specific plans and specifications.

The intent of the contract is to provide for the construction and completion in every detail of the work described.

The City reserves the right to make, at any time during the progress of the work, such changes in quantities and such alterations in the scope of work as are necessary to satisfactorily complete the project and the Contractor shall perform the work as altered. Compensation for change in scope of work will be in accordance with the project specific contract documents.

Unless otherwise noted, all labor, materials, and equipment necessary for the execution and completion of the work shall be furnished by the Contractor.

ES-2. TRAFFIC CONTROL/R.O.W USE PERMITS

2.1 Traffic Control

- A. The Contractor shall obey all rules, laws, ordinances and regulations of all traffic regulatory authorities having jurisdiction regarding the closing or barricading of public streets. Work shall not begin until the proper permits have been acquired and all required traffic control devices are in place.
- B. Prior to commencement of work, the Contractor shall submit to the Engineer for review, Traffic Control Plan(s) created by an *ATSSA or ESC certified Traffic Control Supervisor*. The plan shall be consistent with requirements detailed in the current edition of the Manual of Uniform Traffic Control Devices and shall include identification of detour routes for pedestrians. All traffic control devices shall be MUTCD approved, and installed and maintained by *ATSSA or ESC certified Traffic Control Technicians*. In the event where flagging is required to control traffic flow around a work zone, all flaggers shall have a *current ATSSA or ESC flagging card*.

Traffic control plans for work within State of Idaho highway right-of-way must also be approved by the Idaho Transportation Department.

- C. The work shall be carried out so as to cause a minimum of dislocation of normal commercial pursuits. Traffic must be kept open on roads and/or streets where no detour is possible. The Contractor shall, in addition to other requirements contained herein, without further notification or other order, provide, erect, and maintain at all times during the progress or temporary suspension of the work, barricades, fences, signs, flaggers, or other protection in accordance with the most current

edition of the "Manual on Uniform Traffic Control Devices" and shall provide, keep, and maintain such danger lights, signals, and flaggers, as may be necessary or ordered by the Engineer and/or traffic regulatory authorities having jurisdiction to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected by signal lights which shall be suitably distributed across and along the roadway and which shall be kept burning from one hour before sunset until one hour after sunrise and at other times as vision is obscured by fog, smoke, or dust.

- D. The Contractor shall promptly reopen streets and driveways to the public after construction work requiring their closure is completed, and all safety issues have been resolved. Local traffic shall be provided access to private properties at all times, except during necessary stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing of Portland cement pavement, and deep sewer excavation which prohibits safe travel of vehicular traffic. No private driveway may be closed except as provided here-in, or unless permission is given the Contractor by the owner of the property affected. Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times. The Contractor shall be solely responsible for any damages which may result from failure to provide such reasonable access.
- E. The Contractor shall take every precaution to protect pedestrian, bicycle and vehicular traffic. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions and safeguards, he/she shall do so immediately, and to whatever extent the Engineer directs at no additional cost to the City. Should the City Engineer deem it necessary to augment the traffic control devices and the Contractor be unresponsive or unwilling to do so, the Contractor will be charged the customary rental rate and force account charges for the required personnel to bring the site into compliance with the MUTCD.

2.2 Right of Way Use Permits

- A. All street and sidewalk closures require a City issued Street Closure Permit.
- B. Work within public right of way requires a City issued Right of Way use permit.
- C. Work within State of Idaho highway right-of-way requires an Idaho Transportation Department (ITD) permit. These permits must be obtained through the City; not directly from ITD.

2.3 Payment: Traffic Control

Traffic control will be paid for as incidental to other bid items if there is no specific bid item for traffic control included in the proposal; OR, as a lump sum amount if traffic control is included as

a separate pay item in the proposal. Lump Sum price for traffic control includes furnishing, installing and maintaining the required devices to comply with MUTCD requirements.

ES-3. MATERIALS

All materials shall be new, free of defects, manufactured in the USA, and shall be furnished and installed according to the manufacturer's specifications.

ES-4. REMOVALS AND DISPOSALS

The Contractor shall be responsible for all removals indicated on the Plans and in the Specifications, and as may be necessary to complete the work in accordance with the true intent and meaning of the drawings and the details.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed areas, or where removals are made, so that such adjacent work is left in the same state as their original condition. Such applications specifically shall apply to private driveways with the intent that all such driveways will be left with a smooth consistent and constant grade constructed of the same material and to the same specifications as originally used in constructing the driveway.

When salvageable material is to remain Contracting Agency property, the Specifications will identify the material and describe how the Contractor shall remove it and where it will be stored. Any material not named in the Specifications as Contracting Agency property will become the property of the Contractor and shall be removed from the project.

The Contractor may dispose of waste material in Contracting Agency-owned sites if the Specifications or the Engineer permits it. Otherwise, the Contractor shall arrange to dispose of waste at no expense to the Contracting Agency.

The Contractor shall acquire all permits and approvals required for the use of the disposal site. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

The Contractor shall provide the Engineer the location of all disposal sites to be used and also provide copies of the permits and approvals for such disposal sites before any waste is hauled off the project.

The Contractor shall protect, indemnify, and save harmless the Contracting Agency from any damages that may arise from the Contractor's activities in making these arrangements. Any action required to satisfy any permit and/or any approval requirements in a Contractor-provided disposal site shall be performed by the Contractor at no additional expense to the Contracting Agency.

Removals and disposals will be paid by lump sum or unit price:

The price shall include all costs incurred to remove and dispose of the items bid including labor and equipment and other incidental costs.

ES-5. EARTHWORK

5.1 Excavation

All excavation shall be unclassified, except that which is required for the installation of pipe (storm, sanitary, water, drain), which is classified as trench excavation.

This work shall consist of excavation and disposal of all material, not being removed under some other item, which is encountered within the limits of the work necessary for the construction in accordance with the Specifications and in reasonably close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer.

This work shall include all excavation performed under this item regardless of the material encountered.

This work shall include the removal and disposal of any structure or any miscellaneous obstructions which are visible or are indicated on the plans which encroach upon or otherwise obstruct the work and for which a separate bid is not taken.

This work shall also include the preparation of the subgrade when the subgrade is not on a fill section. Subgrade elevation shall be below the gravel base elevation of pavement as indicated on the plans, and shall conform to the crown of the finished pavement surface. All depressions or ruts containing water shall be drained, as arranged with the Engineer. The entire surface shall be bladed to remove inequalities and secure a uniform surface. Line and grade stakes will be provided once by the Engineer, or his representative. The Engineer, or his representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary. The subgrade shall be brought to a firm unyielding surface, true to line, grade, and cross section, by rolling and processing with equipment generally used for this purpose and acceptable to the Engineer. All soft, spongy, or yielding spots, which may be ordered to be removed by the Engineer, shall be entirely removed and replaced with geotextile and suitable rock material and thoroughly compacted to the satisfaction of the Engineer.

5.2 Structural Fill

This work shall consist of furnishing and placing selected material in one or more courses to form a stable roadbed in accordance with these specifications and in conformity with the Plans.

Structural fill (also 'Borrow' or 'Embankment') may consist of naturally occurring sand, sand gravel, sand and rock mixtures, decomposed granites, and native loess or clays. Sand and rock mixtures shall contain sufficient sand to fill the voids of the larger gravel and stone to permit the required compaction. All borrow must be obtained from designated or

approved sources. Structural fill shall be free of roots, bark, topsoils or other organic materials.

The surface upon which the structural fill is to be placed shall conform to the established lines and grades and shall be smooth and uniform, having been cleared of all vegetation, roots, stumps, topsoil, and foreign material.

The Contractor shall use necessary precautions in loading borrow to assure reasonable uniformity in grading.

Borrow shall be compacted with modern, efficient, compacting equipment satisfactory to the Engineer.

Embankment shall be placed in successive horizontal layers not exceeding eight (8) inches in loose thickness. All embankment shall be compacted to at least ninety-five (95) percent of the maximum density in accordance with AASHTO T-99. At all locations that are inaccessible to a roller, the embankment shall be brought up in horizontal layers and compacted thoroughly with mechanical tampers. The horizontal layers shall not exceed eight (8) inches in loose thickness. The compacting equipment may be of any type provided they are capable of compacting each lift of the material to the specified density.

5.3 Payment

The accepted quantities of EXCAVATION will be paid for by the per cubic yard unit price or by lump sum. The quantity of excavation, as listed on the proposal or measured in the field, shall be used to compute the final payment, exclusive of any extra work ordered by the Owner or his representatives, as provided under Section GC-11, Extra Work.

The accepted quantities of STRUCTURAL FILL will be paid for by per cubic yard unit price or by lump sum. The unit price per cubic yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the borrow as herein specified and as shown on the plans.

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

Geotextile shall be Type II, nonwoven or woven, as set forth in Section 718.07 – Subgrade Separation Geotextile Property Requirements of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.2 Construction Requirements

Geotextile shall be furnished and installed in accordance with Section 640 – Construction Geotextiles of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.3 Payment

Geotextile will be paid for on the basis of unit price, per square yard, furnished and installed.

ES-7. CRUSHED ROCK BASE

7.1 Description

This work shall consist of furnishing and placing one or more courses of aggregate on a prepared surface in accordance with these Specifications and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the Plans and/or established by the Engineer.

The Contractor shall make their own arrangements for obtaining crushed rock base material and shall designate the source of same in ample time to permit sampling and testing by the Engineer.

7.2 Aggregate

A. 3/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

B. 1-1/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90 – 100
3/2 inch	60 – 80
No. 4	35 – 60
No. 8	25 – 50
No. 30	10 – 30
No. 200	2 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

7.3 Test Methods

Tests shall be made in accordance with the following applicable standard methods:

Field determination of density of soil in-place and percent compaction.	Idaho T-74
Compaction standard for coarse granular materials by use of the vibratory spring-loaded compactor.	Idaho T-74
Moisture density relations using a 5.5 lb. rammer and 18-inch drop, method A or C.	AASHTO T-99
Nuclear method for the determination of percent compaction in place density and moisture content of soils and aggregates.	WAQTC TM7

7.4 Placing

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. Geotextile fabric shall then be placed upon the full width of the compacted subgrade. The geotextile fabric shall be as specified in Specification ES-6. Joints between sections of fabric shall overlap a minimum of 2 feet along longitudinal joints and a minimum of 6 feet at end joints.

If the required compacted depth of the base course exceeds 8.0 inches, the base shall be constructed in two or more layers of approximate equal thickness.

7.5 Mixing

Unless otherwise specified, the Contractor shall mix the base course by any one or a combination of the three methods specified below:

Stationary Plant Method. The aggregate and water shall be mixed in an approved mixer. Water shall be added during the mixing operation in an amount necessary to facilitate compaction. After mixing, the base material shall be placed on the roadbed by means of an approved aggregate spreader.

Travel Plant Method. After the material for each layer of base course has been placed through an aggregate spreader or windrow sizing device, the base shall be uniformly mixed by a traveling

mixing plant. During the mixing, water shall be added in an amount necessary to facilitate compacting.

Road Mix Method. After material for each layer of base course has been placed, the materials shall be mixed by motor graders or other approved equipment until the mixture is uniform throughout. During the mixing, water shall be added in an amount necessary to facilitate compaction.

7.6 Shaping and Compaction

After each layer has been spread it shall be compacted for its full width. The choice of compaction equipment will be left to the Contractor. Compaction shall continue until not less than 95% of the standard density is attained as determined by AASHTO T-99.

At the request of the Contractor, the Engineer, or his representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary.

All soft, spongy, or yielding spots, which may be ordered repaired by the Engineer, shall be repaired in accordance with Specification ES-8.

7.7 Payment

The accepted quantities of CRUSHED ROCK BASE will be paid for by the unit price per ton. The unit price per ton shall include all materials, labor, equipment and other costs incidental to furnishing and placing the crushed rock, as herein specified and as shown on the plans.

Weight slips, in duplicate form, shall accompany each load of crushed rock to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his representative, and one copy will remain with the truck driver, before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or his representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site, in order to assure the presence of the Engineer, or his representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-8. SOFT SPOT REPAIR

8.1 Materials

Geotextile shall be Type II, nonwoven or woven as per Specification ES-6. Crushed Rock Base shall be 1-1/4" (-) crushed basalt per Specification ES-7.

8.2 Construction Requirements

All soft spots in the subgrade shall be called to the attention of the Inspector prior to placing the geotextile fabric. The Inspector shall determine where additional excavation is necessary and instruct the Contractor on such over excavation.

All soft, spongy, pumping or yielding areas will be ordered by Engineer to be repaired as herein described:

1. Remove subgrade to a depth of one foot below design subgrade elevation.
2. Add Subgrade Separation Geotextile to the bottom of the excavated area. This layer of geotextile will be in addition to that required for the entire subgrade area.
3. Backfill the area with Crushed Rock Base (95% min. compaction) to subgrade design elevation.

Dispose of the excavated material per Specification ES-4.

The Contractor shall cooperate with the City in determining the areas that require Soft Spot Repair by furnishing a loaded dump truck and operator to roll over the entire subgrade area and, with the assistance of a City representative, locate and mark all soft spots.

8.3 Payment

SOFT SPOT REPAIR will be paid for on the basis of unit price, per square yard, complete, in-place; including excavation, base aggregate and geotextile.

The Engineer may determine that excavation in excess of the one-foot depth may be required to accomplish the repair; in such instance's compensation will be adjusted proportionately.

ES-9. WATERING

Bulk water furnished to contractors for the construction of City funded projects will be provided at NO cost to the contractor. Bulk water furnished to contractors for purposes other than the construction of City funded projects must be purchased from the City. All bulk water use by contractors will be metered and paid for under rates and fees established by the City's most current adopted fee schedule and pursuant to City Code.

ALL BULK WATER WILL BE FURNISHED IN ACCORDANCE WITH THE CITY OF MOSCOW'S 'BULK WATER USE POLICY'.

Contractors shall coordinate ALL water usage with the Moscow Water Department.

ES-10. WEIGHING

Weighing equipment for the weighing of crushed stone surfacing materials, bituminous construction, etc., shall consist of and conform to Section 109, of the latest edition, of the Idaho

Transportation Departments Standard Specifications for Highway Construction, and amendments thereto. In any event, the scales shall be tested and sealed, at the expense of the Contractor, as set forth in the Standard Specifications listed above. Weight slips in duplicate form shall accompany each load of crushed rock or asphalt to the construction site.

ES-11. CONCRETE

11.1 General

Portland cement concrete shall conform to Section 502 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, and as follows:

Portland cement concrete shall be composed of Portland cement, fine aggregate, coarse aggregate and water, proportioned and mixed in accordance with these specifications. Unless otherwise provided, the Portland cement concrete shall be Idaho Transportation Department Class 40B having a minimum unit compressive strength at 28 days age of 4,000 psi. Class 40B concrete shall have 6 sacks of cement per cubic yard of concrete and an air entrainment content of 6.5 percent, plus or minus 1.5 percent. The slump shall be a maximum of five (5) inches and shall not vary more than one (1) inch from the average.

11.2 Portland Cement

Portland cement shall conform to AASHTO M-85, Type I or II and shall contain no more than 0.60 percent total alkali. Type III can be used with prior approval of the Engineer.

Unless otherwise permitted, the product of only one mill or any one brand and type of Portland cement shall be used on any single pour.

11.3 Aggregates

Aggregates shall be reasonably free from wood, roots, bark, soft or disintegrated pieces, or other deleterious matter. Blend sand may be approved for use to correct deficiencies in the grading sizes, provided the combination meets the specification requirements for the class of material being produced.

Fine aggregate for concrete shall conform to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch	100
No. 4	95 – 100
No. 16	45 – 80
No. 50	10 – 30
No. 100	2 – 10
No. 200	0 – 4

Sand equivalent shall be a minimum of 70.
 Fineness modulus to be between 2.50 and 3.10 (AASHTO M-6).

The amount of deleterious substances shall not exceed the following limits:

	Percent by Weight Maximum
Clay lumps	1.0
Coal & lignite	1.0
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

Organic impurities shall not exceed those specified in AASHTO T-21. Mortar making properties shall conform to AASHTO T-71 or ASTM C87.

Coarse aggregate for concrete shall conform to the following gradations for coarse aggregate size No. 3:

Sieve Size	Percent Passing
1 1/2 inch	100
1 inch	95 – 100
1/2 inch	25 – 60
No. 4	0 – 10
No. 8	0 – 5

The amount of deleterious substances shall not exceed the following limits:

	Percent by Weight (Maximum)
Coal & lignite	1.0
Clay lumps	0.5
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

11.4 Water

Water for concrete shall be obtained from any source of potable water. Sources of non-potable water shall be approved before use.

11.5 Curing Compound

The curing compound shall be a liquid membrane-forming curing compound conforming to AASHTO M-148 Type I, with a fugitive dye and shall be applied to all finished concrete surfaces immediately after the concrete has set.

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

- A. Concrete shall be mixed and delivered by means of any of the following:
 - 1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)
 - 2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)
 - 3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)
 - 4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)
- B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.
- C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.
- D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50 or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.
- E. When a truck mixer is used for complete mixing each batch of concrete shall be mixed for not less than 70 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing, if any, shall be at agitating speed.

- F. When a truck mixer or agitator is used for transporting concrete that has been completely mixed in a stationary mixer, mixing during transport shall be at the agitating speed.
- G. Unless otherwise approved, when a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharged completely within 1-1/2 hours or before the drum has been revolved 300 revolutions, whichever comes first, after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, a time less than 1-1/2 hours may be directed. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. If additional mixing water is required to replace evaporated mixing water to maintain the specified slump and is added with the permission of the Engineer, a minimum of 20 revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete.

Tests for consistency may be made at approximately the beginning, the midpoint, and the end of the load. If the results vary by more than the tolerance specified below, the mixer or agitator shall not be used until the condition is corrected.

<u>When Average Slump is</u>	<u>Tolerance</u>
3 inches or less	1/2 inch
More than 3 inches	1 inch

- H. Central mixing concrete may be transported in suitable non-agitating equipment. The bodies of such equipment shall be smooth, watertight metal containers.

12.2 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed, unless otherwise approved by the Engineer, and in no instance shall concrete be re-tempered at a rate in excess of 1 gallon of water per 1 cubic yard of concrete remaining in the truck.

12.3 Placing Concrete

General. Concrete shall not be placed until forms have been checked and approved by the Engineer. The forms shall be clean of all debris before concrete is placed. Concrete shall be placed so as to avoid segregation of the materials and the displacement of the reinforcement. Care shall be taken to fill each part of the form by depositing the concrete as near the final position as possible. After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcement.

12.4 Cold Weather Concreting

Heating and Placing Concrete. Before any concrete is placed, all snow and frost shall be completely removed. Concreting operations shall meet the following requirements when the ambient temperature falls below 40 degrees F.

To achieve adequate curing, the temperature of the concrete shall be maintained above 50°F during the entire curing period or 7 days, whichever is greater. The concrete temperature shall not be allowed to fall below 35°F during this time. Prior to placing concrete in cold weather, the Contractor shall provide a written procedure for cold weather concreting to the Engineer. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below 35°F. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor's cold weather protection plan has been approved by the Engineer.

The Contractor shall furnish concrete that will have a temperature of at least 50 degrees F and not more than 80 degrees F at the time of placing. Heating equipment shall heat all the materials uniformly. Such heating shall prevent the occurrence of non-uniform moisture contents or contamination in the aggregates. Aggregates shall be heated in a manner such that frozen lumps, ice and snow are eliminated. The average temperature of an individual batch of aggregate shall not exceed 150 degrees F.

The Contractor is solely responsible for protecting concrete from inclement weather during the entire curing period. Permission given by the Engineer to place concrete during cold weather will in no way ensure acceptance of the Work by the Contracting Agency. Should the concrete placed under such conditions prove unsatisfactory in any way, the Engineer shall still have the right to reject the Work although the plan and the Work were carried out with the Engineer's permission.

12.5 Placing in Hot Weather

The temperature of the concrete shall not exceed 80 degrees F at the time of placement. When the combination of ambient air temperature, concrete temperature, humidity and wind is such that rapid evaporation of moisture from the concrete surface will take place, the Contractor shall take measures to slow the evaporation to tolerable limits. Such measures may include, but not limited to, erecting sun shades or placing at night or early morning. Ice may be used as a part of the mixing water providing it has completely melted by the time mixing is completed.

12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, he/she may declare the concrete defective and require the removal and replacement of that portion of the structure affected. All holes and depressions shall be cleaned, thoroughly wetted, and filled with cement mortar composed of one part of cement to two parts of sand. All fins caused by form joints and other projections shall be removed above ground line. The resulting surfaces shall be

reasonably smooth and uniform in texture and color. After the concrete is placed, it shall be struck off with a template or a vibrating screen. Concrete shall be finished to an even surface by means of both longitudinal and transverse floats. The use of power trowels will not be permitted.

When concrete sidewalk has hardened sufficiently the surface shall be given a broom finish. The broom shall be of an approved type. The stroke shall be perpendicular to the centerline with adjacent strokes, slightly overlapped. The finish shall be free from porous spots, irregularities, depressions, small pockets or rough spots.

12.7 Curing Concrete

Concrete surfaces shall be kept completely and continuously moist until a curing method is applied. Curing compound shall not be applied to concrete surfaces before the finishing has been acceptably completed and shall not be applied to construction joints or to the inside faces of joints to be sealed with silicone joint sealer. The curing compound shall not be applied during rainfall.

Prior to completion of the curing period, if any membrane surface is marred or damaged by scuffing and wear, the Engineer may require an immediate application of the same type membrane or water cure for the remainder of the cure period.

Membrane forming curing compounds shall be thoroughly mixed before use and agitated during application to prevent settling of the suspended solids. The membrane must be uniformly applied.

Membrane forming curing compounds shall be applied to the finished concrete immediately after the bleed water or free-water sheen leaves the surface of the finished concrete surface.

The curing compound shall be a liquid membrane curing compound conforming to AASHTO M-148 Type I. Curing compound shall be applied under pressure, at the rate of application as directed, and shall be at least 1 gallon per 200 square feet for each application. All concrete cured by this method shall receive two applications of the curing compound for a total minimum coverage of 1 gallon per 100 square feet. The first coat shall be applied immediately after stripping the forms and/or acceptance of the concrete finish. If the surface under the forms has dried the concrete shall be thoroughly wet with water and the curing compound applied just as the surface film of water disappears. The second application shall be applied after the first application has set. During curing operations all unsprayed exposed surfaces shall be kept wet with water.

Should the film become damaged from any cause, within 10 days, the damaged portion shall be repaired immediately with additional compound.

If this curing compound is applied to construction joints, it shall be removed by sandblasting before fresh concrete is placed against them.

All membrane forming curing compounds shall be accompanied by a Manufacturer's Certificate of Compliance and shall be approved by the Engineer, prior to its use.

12.8 Correction of Work After Completion of Construction – Two Year Warranty

The contractor/person installing the concrete shall be responsible for faulty and/or non-conforming materials or workmanship for a period of two (2) years from the date of the initial installation; he/she shall remedy any defects due thereto. The City shall give notice of observed defects with reasonable promptness.

Surface scaling (or spalling) of the new concrete surface will be the fundamental consideration for determining non-conforming workmanship and materials requiring remediation. Scaled surfaces exceeding 5% (randomly dispersed or concentrated) per twenty (20) square feet of concrete surfacing area will be considered defective and shall be replaced. Manner and method as well as configuration of the area requiring replacement will be as directed and approved by the City Engineer. All replacement of concrete shall be as per City standards and at the Contractor's expense.

ES-13. CONCRETE CURB

13.1 General

All concrete curb shall conform to the City of Moscow Standard Drawings, the Plans, and Specifications. Concrete for curbs shall conform to the requirements of ES-11 and ES-12 of these specifications.

13.2 Forms

Curb forms shall be set to line and grade as designated; securely staked, and so constructed as to result in finished lines true to the dimensions and shapes shown on the plans.

Forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing while placing concrete. Where a section must be constructed on a curve, straight lengths of the section shall be short enough that the middle ordinate to the curve, from the face of that section, does not exceed one-half (1/2) inch or the section shall be continuously curved.

13.3 Joints

Expansion joints (or thru joints) shall be provided at intervals of forty-eight (48) feet throughout the length of the curb and at the junction of straight curb and radii and at either end of a driveway or alley section. Pre-formed joint fillers of one-half (1/2) inch or three-eighths (3/8) inch thickness will be placed in expansion joints.

Contraction joints (or "Dummy Joints") shall be constructed every sixteen (16) feet. These joints shall be 1/8-inch minimum thickness and constructed to a minimum depth of 1-1/2 inches by scoring with a tool which will leave the corners rounded and destroy aggregate interlock.

13.4 Construction Requirements

- A. **Dimensions.** All curbs, unless otherwise specified, shall be in accordance with dimensions conforming to one of the types shown on City of Moscow Standard Drawings as specified by the approved project plans.
- B. **Consistency.** All Class A curb (cast in place) shall be of good plastic consistency and shall have a slump of three (3) inches and shall be tested by the Engineer according to the provisions of AASHTO T-119.

All Class C curb (extruded) shall meet the requirements for Class A curb, except for the amount of slump which may vary according to the conditions of the concrete mix and the extrusion equipment used. Under no circumstances however, shall the finished curb vary more than one-half (1/2) inch from the design elevation, and not more than ten (10) percent from the dimensions shown in the City of Moscow Standard Drawings and Specifications. Class C curbs will not require expansion joints.

13.5 Finishing

While the concrete is still green, the top and front face, or other exposed portions of the curb, shall be troweled to produce a uniform even surface then given a fine brush finish with brush strokes parallel to the long axis of the curb. Form marks and other irregularities shall be removed. The edges of the curb shall be rounded with an edger. Honeycombed areas in the back of the curb, that in the opinion of the Engineer are not detrimental to the curb, need not be patched.

13.6 Curing

Immediately after finishing, the concrete shall be cured in accordance with the requirements of ES-12.7.

13.7 Backfilling

All curb shall be backfilled as described herein. If sidewalk or concrete pavers are to be constructed behind the curb, all backfill material shall be 3/4" minus crushed aggregate. If the area behind the curb is to be lawn or planted area, the top 16 inches shall be topsoil. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

13.8 Payment

The accepted quantities of curb will be paid for by the unit price per linear foot. Compacted aggregate base under the curb and curb and gutter pan at catch basin locations will be considered incidental to the unit price for the curb. The unit price per linear foot shall include all materials, labor, equipment and other costs incidental to constructing concrete curb as herein specified and as shown on the Plans and special drawings.

ES-14. CONCRETE SIDEWALK

14.1 General

All concrete sidewalk, including driveways, shall conform to the City of Moscow Standard Drawings, Contract Plans, and Specifications. Concrete for sidewalks shall conform to the requirements of ES-11 and ES-12 of these specifications.

14.2 Gravel Base

Sidewalk shall be constructed on a compacted base of (3/4) inch minus crushed rock; base aggregate shall be placed on compacted, non-pumping subgrade. The crushed rock shall have the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

The total thickness of the gravel base shall be at least six (6) inches, compacted, in-place.

The gravel base shall be graded, rolled, tamped, or otherwise compacted to ninety-five (95) percent of the maximum density determined in accordance with AASHTO T-99.

The gravel base shall be thoroughly sprinkled with water before the concrete is placed.

All cost for furnishing and placing gravel base for sidewalks shall be included in the unit price bid on the bid proposal form for constructing concrete sidewalks. No additional compensation will be made for this gravel base.

14.3 Construction requirements

- A. Dimensions. Sidewalk width, thickness, and reinforcement shall be as shown on the City of Moscow Standard Drawings.

Sidewalk shall have a cross slope of between 1% and 2%, unless otherwise approved by the Engineer.

- B. Forms. Side forms shall be rigid and shall bear full length on the compacted gravel base and shall be the full depth of the finished walk. Forms shall be well staked, braced or otherwise rigidly held to true line and grade and shall rest upon stakes driven into the ground at intervals sufficient to provide rigid support. If metal forms are used they shall be of a type satisfactory to the Engineer.

- C. **Placing and Finishing Concrete.** SLUMP SHALL NOT EXCEED FIVE (5) INCHES. The concrete shall be spread uniformly between the forms and thoroughly consolidated and leveled with an approved strike board. Expansion joints of premolded joint material one-half (1/2) inch thick or three-eighths (3/8) inch thick may be constructed through the sidewalk at intervals of twenty (20) feet. Expansion joints may also be located where new sidewalk meets existing concrete, unless otherwise approved by the Engineer. Where applicable, joints in sidewalks and curb shall coincide.

After the concrete has been thoroughly consolidated and leveled it shall be bull floated to eliminate high and low spots and to embed large aggregate. The concrete shall then be allowed to harden properly before jointing, edging, and brooming is completed.

Contraction joints shall be tooled into the concrete every four feet for four-foot-wide sidewalk and five feet for five-foot-wide sidewalk, shall be 3/8 inch minimum in depth, and shall be perpendicular to the direction of the walk. All joints shall then be edged with a 3/8-inch radius edger and the sidewalk edges shall be tooled with a one-half (1/2) inch radius edger.

After edging and jointing has been completed the concrete shall be smoothed with wood or metal hand floats. The floated surface shall then be coarse broomed uniformly in a transverse direction with a fiber hair brush or an approved type.

The placing and furnishing of all sidewalk shall be performed under the control of the Engineer, or his representative, and the tools shall meet with his approval.

The contractor shall keep a person at the job site for a minimum of four hours following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete. Concrete left unattended, if damaged or defaced shall be replaced at contractor expense.

- D. **Curing.** Curing shall be performed by applying a sealing compound conforming to AASHTO M-148 Type I to the surface of the concrete immediately after it has set sufficiently to permit such application. Curing shall conform to Section ES-12.7.
- E. **Backfill.** After removal of the forms, the area behind the sidewalks shall be backfilled and compacted with at least sixteen (16) inches of topsoil level with the sidewalk and curb. Less than 16 inches of topsoil may be approved where new sidewalk is being constructed along older streets. The topsoil shall be raked or otherwise leveled, taking care to break up large dirt clods and remove large stones. All denuded areas shall be fertilized, resown with grass seed and covered with mulch as specified in Sections ES-27, ES-28.

14.4 Payment

The accepted quantities of concrete sidewalk will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment, and other costs

incidental to construction of concrete sidewalk, including aggregate base, as herein specified and as shown on the Plans and special drawings.

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

The Hot Mix Asphalt (HMA) pavement shall be placed in lifts to the thickness as specified on the Contract Plans and as required by the Standard Construction Drawings.

PAVEMENT THICKNESS SPECIFIED BY CITY OF MOSCOW DOCUMENTS (STANDARD DRAWINGS, STANDARD SPECIFICATIONS ETC.) SHALL MEAN THE FULLY COMPACTED, IN-PLACE DEPTH.

The materials of which the asphaltic concrete is composed shall be of such sizes and grading that, when proportioned and mixed together, they will produce a uniformly graded mixture, which when tested by means of laboratory screens, will conform to the requirements in the following table. The percentages of refer to the completed HMA mixture. All percentages shall be computed on the basis of weight. Screens and sieves used for determining the percentages of the different sizes of aggregate shall have square openings.

3/4" Superpave HMA Pavement CL SP-2 (Base Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	90 – 100
1/2 inch	90 max
3/8 inch	52 – 80
No. 8	23 – 49
No. 200	2.0 – 8.0

1/2" Superpave HMA Pavement CL SP-2 (Surface Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4 inch	100
1/2 inch	90 – 100
3/8 inch	90 max
No. 8	28 – 58
No. 200	2.0 – 10.0

Superpave hot mix asphalt paving shall conform to the requirements, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Paving asphaltic cement used will be PG58-22 or PG58-28, or an approved equal, and shall conform to the specifications, of the latest edition, of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and amendments thereto.

Section 405, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto, shall apply as to the items of "Weather Limitations, Hauling Equipment, Pavers, Rollers, Mixing Plant, Spreading and Finishing, Joints, Rolling, Surface Smoothness."

A Hveem or Super Pave Mix Design shall be submitted with associated "Job Mix Formula" (JMF) for approval, if required by the City Engineer.

15.2 Rolling and Compaction

Rolling and compaction of the asphaltic concrete mat shall be done in accordance, with the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

Compaction shall be achieved, as per Section 810, of the latest edition of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

The cost of the rolling and compaction shall be included in the price of furnishing and placing superpave hot mix asphalt pavement.

15.3 Tack Coat

Tack coat shall be applied at all edges where the new asphaltic surface joins the existing pavement and shall be applied in accordance with Section 401, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

15.4 Payment

The accepted quantities of superpave hot mix asphalt pavement will be paid for by the unit price per ton or per square yard. The unit price shall include all materials, labor, equipment, and other costs incidental to furnishing and placing the superpave hot mix asphalt pavement herein specified and as shown on the plans.

Weight slips in duplicate form shall accompany each load of superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his representative, and one copy will remain with the truck driver before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or

his representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive on the job site in order to assure the presence of the Engineer, or his representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

Portland cement concrete shall conform to Section ES-11, of these Specifications except as modified by the following sections and subsections.

16.2 Aggregates

Aggregates shall possess such characteristics of shape and size that concrete, prepared from a mixture of fine and coarse material in the proportions specified, will be of satisfactory workability in the opinion of the Engineer. Regardless of compliance with all other provisions of these specifications, if the concrete is not of a workable character or when finished does not exhibit a proper surface, either the fine or the coarse aggregate or both shall be rejected or altered as required by the Engineer.

- A. Fine aggregate shall consist of sand or other inert materials, or combinations thereof approved by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be thoroughly washed to remove clay, loam, alkali, organic matter or other deleterious matter.

Fine aggregate with more than the maximum percentage passing any sieve may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor. Under no circumstances shall the fine aggregate, which has a grading finer than that permitted under Section 703, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, be used in paving concrete.

Fine aggregate shall develop in the mortar strength test, at an age of 7 days, a compressive strength of not less than ninety (90) percent of the strength of a mortar prepared with the same cement (AASHTO T-71 or ASTM C-87).

- B. Coarse aggregate shall consist of gravel, crushed stone or other inert material or combinations, thereof approved by the Engineer, having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be thoroughly washed to remove clay, loam, bark, sticks, alkali, organic matter, or other deleterious material.

Coarse aggregate containing more than the maximum percentage passing any screen may be accepted provided the mix proportions are adjusted to produce concrete having the same

net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor.

Coarse aggregate shall not be used, under any circumstances in paving concrete, when the amount by weight passing the screens exceeds the following:

3/4" square opening.....	70%
3/8" square opening.....	30%

- C. Properties of concrete aggregate shall be determined in accordance with the following methods of test:
1. Amount of Material Finer than No. 200 Sieve in Aggregates: ASTM Designation C-117.
 2. Organic Impurities: AASHTO T-113.
 3. Flexural Strength of Concrete: AASHTO T-104.
 4. Percentage of Particles of Less than 1.95 Specific Gravity: AASHTO T-150.
 5. Clay Lumps in Aggregates: AASHTO T-112.
 6. Abrasion of Coarse Aggregate by Use of the Los Angeles Machine; AASHTO T-96.

16.3 Curing and Protection

- A. Curing and protection shall conform to the specifications of Section 703, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.4 Joint Fillers and Sealants

- A. Joint fillers and sealants shall conform to the specifications of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.5 Air-Entrained Concrete

Air-entrained concrete shall be used, as per ES-11, unless otherwise provided for in the Special Provisions. Either air-entrained Portland cement or an air-entraining admixture shall be added at the mixer.

The volume of air in freshly mixed concrete shall conform to that specified in the table which follows:

AIR CONTENT OF FRESHLY MIXED CONCRETE

Maximum Size of Coarse Aggregate (Inches)	Air Content (Percent by Volume)
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1-1/2, 2, and 3	5 ± 1
3/4 and 1	6 ± 1
3/8 and 1/2	$7-1/2 \pm 1$

If the measured air content is found above or below the values contained in the table, the Contractor shall immediately make changes in mixing or materials as will be necessary to comply with the requirements for air content.

If an air-entraining agent is used, it shall be introduced at the nominal rate of one fluid ounce per sack of cement, but the rate shall be varied if necessary to comply with the requirements for air content.

An automatic dispenser accurate to 10%, which will introduce into the mixing water the specified amount of air-entraining agent for each cycle of mixing, shall be connected to the mixer.

Aggregates shall be adjusted to compensate for increased yield resulting from air-entrainment so that the specified amount of cement is contained in each cubic yard of concrete. Adjustment shall be made by decreasing the weight of fine aggregates only, unless otherwise directed by the Engineer.

Other Admixtures: Calcium chloride or any other admixture for any purpose other than air-entrainment may be added only upon the approval of the Engineer and under his supervision.

16.6 Reinforcing Steel

Reinforcing steel shall consist of round or square deformed bars or wire mesh. Square twisted bars shall not be used.

- A. Deformed steel bars for concrete reinforcement sizes No. 3 through 11 shall conform to the requirements of ASTM A-615M, Billet Steel Bars for Concrete Reinforcement, Grade 60, except as noted on the plans and except that the bars shall be made only by the open-hearth process or the electric furnace process.

The form of the deformed bars shall conform to ASTM A-706M, Minimum Requirements for Deformations of Deformed Steel Bars for Concrete Reinforcement.

Deformed bars size No. 14 and size No. 18 for concrete reinforcement shall conform to the requirements of ASTM A-615M, Special Large Size Deformed Billet Steel Bars for Concrete Reinforcement Intermediate Grade.

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.

- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

16.7 Measurement of Materials

The fine aggregate and each size of coarse aggregate shall be measured by weighing. Corrections shall be made for variations in weight of material due to moisture content and specific gravity. The quantities of aggregates used in each batch shall be such that the cement can be measured in full sacks unless it is weighted in bulk.

Fine and coarse aggregate shall be proportioned by weight, except that if the project is small, then volumetric proportioning may be used with permission of the Engineer. In proportioning, the unit of measure for cement will be by the sack, ninety-four (94) pounds.

Weights of fine and coarse aggregate are based on a bulk specific gravity, saturated surface dry, of 2.67. When volume measurements are used, one cubic foot of sand shall be taken as equivalent to 100 pounds of sand and one cubic foot of gravel shall be taken as equivalent to 105 pounds of gravel. Corrections must be made for contained moisture in the aggregates and variations in specific gravity.

Concrete mixes shall be proportioned to the satisfaction of the Engineer. The proportion of aggregate may be altered to give better workability only upon written approval of the Engineer.

16.8 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed.

16.9 Construction of Portland Cement Concrete Pavement

Construction of Portland cement concrete pavement shall conform to the requirements of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Concrete pavement batches shall meet the requirements of Section 703, of these Standard Specifications.

Concrete batch proportions shall be approved by the Engineer and any subsequent changes to the approved batch must be made in writing by the Engineer.

16.10 Payment

The accepted quantities of Portland cement concrete pavement will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the Portland cement concrete pavement herein specified and as shown on the plans.

Batch slips in triplicate form shall accompany each load of concrete for pavement delivered to the construction site. Upon delivery of the material, one copy of the batch slips will be given to the Engineer, or his representative, and one to the Contractor. Delivery of concrete shall mean discharged from the mixer truck and all water added to the mix shall be added to the batch slip. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site in order to assure the presence of the Engineer, or his representative, at the job site during material delivery. The batch slips may be used for the determination of cross section conformity.

1. All catch basins shall be separated from the pavement and curb by boxing out around basin. Expansion joint material shall extend completely through curb and slab. Manhole castings within the pavement limits shall be boxed in like manner except when telescoping type castings are used.
2. When a joint falls within 5 feet of, or contacts, basins, manholes or other structures, shorten one or more panels either side of opening to permit joint to fall on round structures and at or between corners of rectangular structures.
3. All transverse joints must extend through curbs and must be continuous across pavement, except tied transverse construction joints. Expansion joints will not be required except at structures or as shown on the plans.
4. Transverse sawed joints to be a + 15' o.c. as shown on drawings. Joints at 60' to be sawed the same day as placement. Intermittent joints at 15' to be sawed next day after placement. Longitudinal joints shall be sawed prior to permitting traffic on the pavement.

ES-17. ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES

Gate valve boxes, catch basins, catch inlets, monument casings, and manholes shall be adjusted to the grade, as established by the Engineer. Valve boxes, casings, rings and covers shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations in order not to damage the structures, equipment or water mains. Any damage occurring to the manholes, catch basins, gate valves, monuments, water meters or water mains, due to the contractor's operation, shall be repaired at the contractor's expense. Any masonry adjustment shall be made by using pre-cast risers, bricks, concrete blocks or poured concrete.

The Contractor shall notify the appropriate utility company, in advance, if gas valve boxes need to be adjusted, so the utility company personnel can do so, in a timely manner.

The Contractor shall notify the City Water Department, in advance, if water meter boxes need to be adjusted, so the Water Department personnel can do so, in a timely manner.

Location of valve boxes, catch basins and manholes on the plans is approximate only. They will be accurately located and referenced by the Engineer, or his representative, whenever possible. Manhole lids and catch basin and monument covers and valve box lids shall, preferably, be set to grade following the final application of asphaltic concrete. During paving operations, tops of manholes, monuments, catch basins and valve box lids shall be covered with building paper, diesel oil, or other suitable material to prevent sticking of asphalt to the metal lids.

Where excavation is necessary to adjust the grade of manholes, catch basins, monuments, or valve boxes, the backfill shall be carefully placed and tamped by hand.

Payment for adjustment of manholes, catch basins, gate valves, and monuments will be made according to the unit price for each unit adjusted:

The unit price bid shall include all costs incurred in furnishing materials and labor necessary to adjust the particular units to grade.

ES-18. MANHOLES AND CATCH BASINS

18.1 General

Catch basins, catch inlets, and manholes shall be precast reinforced concrete units, furnished and installed in accordance with the project plans, these Standard Specifications, and the Standard Drawings.

Completed catch basins and manholes including ring shall be capable of withstanding, with a reasonable margin of safety, a concentrated load of 20,000 pounds.

Backfill shall be placed in horizontal layers no more than 6 inches thick with each layer compacted to 95 percent of the maximum density or as approved by the Engineer.

18.2 Precast Reinforced Concrete Manholes, Catch Basins, and Catch Inlets

Precast reinforced manholes, catch basins, and catch inlets sections shall conform to AASHTO M-199, ASTM C-478 and ASTM C-433 and as shown on the Standard Construction Drawings.

- A. **Base Sections.** Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.
- B. **Joints.** All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.

- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

Rings and lids shall be cast iron and shall conform to the Standard Drawings. Castings shall conform to the requirements of ASTM A-48 Class 138 and shall be free of porosity shrink cavities, cold shuts or cracks, or any surface defects which would impair serviceability.

18.4 Sanitary Sewer Manholes

- A. General. Sanitary sewer manholes shall be constructed according to Plans, Standard Drawings and Specifications. All sanitary manholes shall be constructed of precast reinforced concrete sections.

The Contractor may construct a channel through the manhole by either running sewer pipe through the bottom of the manhole, pouring concrete around the pipe and breaking out the upper half of the pipe; or by pouring concrete in the bottom of the manhole and forming a channel through the manhole by hand.

- B. Basis of Payment. Sanitary sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all cost incurred in furnishing materials, labor, excavation, installing the manholes in place including the asphaltic coating on the outside of the manhole and the manhole rings and lids, and backfilling.

- C. Water tightness

1. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WATERTIGHT. All visible leaks (infiltrating subsurface water) shall be sealed; sealing shall be accomplished by a manner and method, in the opinion of the Engineer, that constitutes permanency. Leaks that cannot be sealed by Contractor shall be sealed either by the pressure grouting method (injected chemical sealants) or the interior surface coating method, utilizing a firm specializing in such services, at the Contractor's expense. Less than four minor drips in a single manhole will be considered negligible and will not require sealing.

2. Hydrostatic Testing.

- a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
- b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.
- c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

- A. General. Storm sewer manholes shall be constructed according to the Plans, Standard Drawings and Specifications. Storm sewer manholes shall be precast reinforced concrete, unless otherwise approved by the Engineer.

All pipe extending into catch basins shall be trimmed within 1"-2" of the inside wall surfaces and shall be neatly grouted inside and out and watertight.

- B. Basis of Payment. Storm sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all costs incurred in furnishing materials, labor, excavation, installing manholes in place including the manhole rings and lids, and backfilling.

18.6 Catch Basins and Catch Inlets

- A. General. Catch basins and catch inlets shall be constructed according to the Plans, Standard Drawings and specifications. Catch basins shall be precast reinforced concrete per WSDOT TYPE 1, catch inlets shall be WSDOT CONCRETE INLET - unless otherwise approved by the Engineer.

All pipe extending into basins and inlets shall be trimmed within 1"-2" of the inside wall surfaces shall be neatly grouted inside and out and watertight

Lids, grates, and risers shall be centered over the basin or inlet; unless specifically allowed otherwise.

- B. Payment. Catch basins will be paid for by the unit price per each.

The unit price shall include all cost incurred in furnishing materials, labor, excavation, installing catch basins in place including the catch basin rings and lids, and backfilling.

18.7 Risers

- A. Risers for height adjustment shall be as per WSDOT's standard for the precast unit being furnished.

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

This section covers the work necessary for the trench excavation and backfill above the pipe zone. Pipe zone backfill is included under the specification for the pipe.

19.2 Type of Backfill

The class of backfill to be used above the pipe zone shall be as set forth on the Plans or as given in the project Special Provisions and if not specifically set forth in project documents then as required by the "use" description given herein. The right is reserved to modify the use, location, and quantities of the various types of backfill, during construction, as the Engineer considers being in the best interest of the Owner.

Trench backfill, above the pipe zone, shall be as follows:

1. Class A Backfill. Use in landscaping and agricultural type areas where lawn sod, shrubs, topsoil, fences, and other landscape items are either being replaced or are anticipated.
2. Class B Backfill. Use within existing or proposed gravel parking lots – not within gravel streets or alleys.
3. Class C Backfill. Use in areas where asphalt pavement, concrete, curb, sidewalk, gravel surfacing, landscaping and agricultural use is not anticipated, present or future.
4. Class D Backfill. Use in existing gravel streets and alleys, existing gravel roadway shoulders and in areas where asphalt pavement, concrete, curb, and sidewalk is existing or anticipated in the future.
5. Class E Backfill. Use in lieu of Class D Backfill in new streets when specifically allowed by the City Engineer.
6. Class F Backfill. Use within and immediately adjacent to existing asphalt paved streets, alleys, driveways, and parking lots.

19.3 Excavation and Backfill for Fire Hydrants

Excavation and backfill for fire hydrants shall be included in the unit price payment for Fire Hydrants (See ES-22).

19.4 Trench Excavation

Trench excavation shall be classified as common excavation or rock excavation and shall include whatever materials are encountered to the depths as shown or as directed by the Engineer.

Common Excavation. Common excavation is defined as the removal of all material which is not classified as rock excavation.

Rock Excavation. Rock excavation shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said Specifications is available at the office of the City Engineer.

19.5 Materials

- A. **Foundation Stabilization.** Materials for foundation stabilization shall be 3/4 inch minus crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.
- B. **Granular Material.** Granular backfill shall be 3/4 inch minus crushed basalt conforming to ES-7.
- C. **Imported Topsoil.** Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job, at his own expense, and in a manner satisfactory to the Owner.
- D. **Compaction Equipment.** Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

19.6 Workmanship

- A. **Clearing.** Do not remove existing trees or tree limbs over 2 inches in diameter, whether on public or private property, unless they are within 4 feet of the pipe centerline without permission from the Engineer. All such work shall conform to the City's Community Forestry ordinance. The Contractor shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from clearing operations. Material shall be disposed of in such a manner as to meet all requirements of state, county and local regulations regarding health, safety and public welfare.
- B. **Obstructions.** This term refers to obstructions which may be removed and do not require replacement. Obstructions within the trench area or adjacent thereto such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, rubbish and debris of all

types shall be removed without additional compensation from the Owner. The Engineer will, if requested, make changes in the trench alignment to avoid major obstructions; if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility.

The contract amount will be adjusted accordingly for any cost changes resulting from such alignment modifications.

Dispose of obstructions removed from the excavation in accordance with section ES-4.

- C. **Utility Repairs.** Any and all underground utility damaged in any way during trench excavation shall be repaired and properly backfilled, by the Contractor, at no cost to the City. The repair shall be as approved by the City – NO EXCEPTIONS.
- D. **Removal and Replacement of Topsoil.** In all cases where trenches cross lawns, garden areas, pasture lands, cultivated fields, or other areas on which reasonable topsoil conditions exist; first remove the topsoil for a depth of 10 inches for the full width of the trench to be excavated. Stockpile this topsoil to one side of the right-of-way and do not mix with the remaining excavated material. Replace the topsoil in the top 10 inches of the backfilled trench. In lieu of stockpiling the top 10 inches of soil, "Imported Topsoil" from borrow pits may be substituted in the top 8 inches. Maintain the finished grade of the topsoil, over the center line of the trench, level with the immediate area bordering the trench, until acceptance of final seeding. Correct all damage to adjacent topsoil caused by trenching or pipe laying operations by removal of all rock, gravel, clay, and any other foreign materials from the surface and by regrading the additional topsoil as required.
- E. **Pavement, Curb and Sidewalk Removal.** Cut (full depth) all asphaltic concrete or Portland Cement concrete pavements (regardless of the thickness), and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer or other approved pavement cutter. Removal of street surfacing for excavations shall comply with the Specifications and Standard Drawing for Street/Alley Curb Repair. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.
- F. **Trench Width.** Minimum width of trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe except by permission of the Engineer.

The maximum clear width at the top of the trench will not be limited, except in cases where excess width of excavation would cause damage to adjacent structures or property.

In all cases, confine trench widths to dedicated rights-of-way for public thoroughfares or within areas for which construction easements have been obtained.

- G. **Grade.** Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the

type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.

- H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.
- I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.
- J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the lunch hour as well as overnight.

Dispose of the water in an approved manner without damage to adjacent property.

Drainage of trench waste through the pipeline, under construction, is prohibited.

- K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.
- L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.
- M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.
- N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:
 - 1. Class A Backfill
Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers,

or hydraulic hammers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Where Class A backfill is specified replace topsoil in the top 10 inches of the trench. Compact and rake to match the ground surface adjacent to the trench.

Maintain the surface of the backfilled trench level with the existing grade until the entire project is accepted by the Owner. Any subsequent settlement of the finished surfacing during the warranty period shall be considered to be a result of improper or insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

2. Class B Backfill

Backfill the trench, above the pipe zone, with approved excavated trench material to within 6 inches of final surface grade. Compact the entire trench depth in suitable lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers. Determine the method and type of equipment and the amount of compaction required to prevent subsequent settlement. Place and compact granular material in the top 6 inches.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material, as specified, until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

3. Class C Backfill

After the completion of the backfilling of the pipe zone, the excavated trench material may be pushed back into the trench by mechanical means.

In all locations where Class C backfill is used, the Contractor shall make his own estimate of the amount of backfill material required at the trench, so that after normal settlement has occurred, the finished surface will meet the existing grade. Neatly windrow the material over the trench and remove all excess. Any excess or deficiency of backfill material, which becomes apparent after settlement within the warranty period, shall be corrected by regrading, disposing of excess material or adding additional material where required. Remove rocks larger than 2 inches from the upper 8 inches of backfill.

4. Class D Backfill

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95 percent density in 6 inch lifts with mechanical, vibrating or impact tampers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade with crushed rock backfill material until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface during the warranty period shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

5. Class E Backfill

Class E trench backfill is to be used only where a new paved street is going to be constructed above the installed pipe.

The width of the trench, above the pipe zone, may be increased beyond the required specifications for pipe zone width, as described in the City of Moscow Standard Drawing #15, but shall not be less than (6) six feet.

Approved native excavated material may be used for backfill above the pipe zone in this widened trench. Compaction for all trench backfill, above the pipe zone, shall be 95% minimum of AASHTO T-99. All native backfill shall be placed in (6) six inch maximum lifts and method of compaction shall be only by a (5) five foot minimum wide sheepsfoot roller. Density testing frequency, for this approved native excavated material, will be in excess of that required for the Class 'D' crushed basalt backfill.

6. Class F Backfill

Backfill the trench, above the pipe zone, with granular material to within 4 inches of the finished surface.

Compact the entire trench, above the pipe zone, in six (6) inch maximum lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers to a minimum 95 percent standard density. The top 4 inches of the trench is to have smooth cut edges before being backfilled with two equal lifts of asphaltic concrete patching mix.

7. Subsurface Drain Backfill

Backfill the entire trench to within 10 inches of the final surface grade or to the street subgrade, as applicable, with crushed or naturally occurring granular material from approved sources.

The material shall be washed, if necessary, to render the particles free from clay. It shall contain not more than 1% of clay lumps or other decomposed material. It shall conform to the following requirements for grading:

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100

3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30
No. 50	3 – 12
No. 200	0 – 1.2

* All percentages are by weight.

That portion of the gravel backfilled for drains retained on a 1/4" square sieve shall not contain more than 0.05% by weight of wood waste.

Compaction, above the pipe zone, shall be accomplished by the use of mechanical, vibrating or impact tampers. Determine the method and type of equipment to use and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material as specified until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

- O. Maintenance of Excavated Trench. Maintain the excavated trench between any two successive valved sections of pipeline or as specified in the project Special Provisions until the following operations have been completed, to the satisfaction of the Engineer, for waterline construction: Service connections have been installed, including pressure tap; valves, valve boxes, hydrants and thrust blocks installed, hydrostatic or air testing, sterilization, cleanup and restoration of all physical features, utilities restored to their original condition, or better, and in general, all work required between the two line valves accomplished with the exception of repaving.

- P. Maintenance of Trench Backfill. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material to keep the surface of the backfilled trenches reasonably smooth and free from excessive ruts and potholes and suitable for normal traffic flow.

Trenches backfilled within existing paved streets shall be temporarily surfaced with 2.5 inches of cold mix asphalt pavement; which temporary cold mix surfacing shall be placed within one day of completion of trench backfilling. This temporary patch shall be installed and maintained smooth until the permanent hot mix patch is installed. Under certain circumstances, this requirement may be waived by the City Engineer.

No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above, and the trench backfill maintenance and shall be considered as incidental to that item of work.

- Q. Disposal of Excess Excavation. All excess excavation not required or suitable for backfill shall be disposed of in a waste area arranged by the Contractor.
- R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.
- S. Blasting. Blasting shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

19.7 Payment

Payment for trench excavation and backfill will be as specified for main line pipe as follows:

- A. Trench Excavation and Backfill. Payment for trench excavation and backfill shall be included in the price per linear foot of the respective pipe stated in the Contractor's bid proposal.

Payment for trench excavation and the respective backfill shall constitute full compensation for all work specified and incidental to the price per linear foot of the respective pipe.

Pipe zone backfill is specified under Section ES-20.

- B. Rock Excavation. Rock excavation shall be measured for payment as the actual quantity of rock removed within the approved limits.

ES-20. PIPE

20.1 Storm Sewer Pipe

Mains, 4-inch to 15-inch: SDR 35 PVC ASTM D 3034, gasketed.

Mains, 18-inch to 36-inch: Solid wall PVC ASTM F 679 or HDPE (High Density Polyethylene) AASHTO M 294, smooth-walled interior, silt-tight.

Culvert Pipe: Corrugated Steel Pipe and Pipe Arches conforming to AASHTO M 36, 2-2/3" x 1/2 corrugations. Round pipe shall be 16 gauge minimum; arch pipe shall be 12 gauge minimum.

Storm Sewer Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed

PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless steel shear ring bands.

20.2 Sanitary Sewer Pipe

All sanitary sewer pipe shall be a minimum of eight (8) inch diameter except sewer to house connections which shall be a minimum of four (4) inch diameter.

Mains, 8-inch diameter and larger: SDR 35 PVC ASTM D-3034.

Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless street shear ring bands.

20.3 Perforated Subsurface Drain Pipe

- A. **General.** A perforated roadway underdrain system may be shown on the Plans and shall be furnished and installed as herein described in these Specifications, as shown on the City's Standard Construction Drawings and as shown on the Plans.

Laterals will generally be connected to the collector at 60° angles. The terminal end of each lateral will be sealed with a plug. All connections between pipe sections and branches are to be water tight.

The pipe shall be wrapped with a filtering sock.

Perforated Subsurface Drain Pipe that is corrugated on the inside will not be allowed.

Perforated pipe and fittings will not be dumped into the trench. All pipe shall be inspected prior to lowering into the trench and if necessary cleaned of any material tending to plug the perforations of the pipe.

Pipe shall be laid with the perforations at the bottom, per manufacturer's instructions.

Gravel backfill for drains shall be as defined under Section ES-19.

- B. **Types of Pipe.** Perforated subsurface drain pipe as indicated on the plans and standard drawings shall be one of the following types of pipe or as approved by the Engineer:
- Perforated Corrugated Plastic Pipe
 - Perforated Solid Wall Plastic Pipe

1. Perforated Corrugated Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) N-12 pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252 Type S (corrugated outside-SMOOTH INSIDE). The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

2. Perforated Solid Wall Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252. The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

20.4 Water Pipe & Ductile Iron Fittings

- A. Joints. Pipe joints shall be push-on joints except where specifically shown or detailed otherwise.
- B. Mechanical Joint Fittings. Three-inch through sixteen inch mechanical joint ductile iron fittings shall be Tyler SSB Class 350 ductile iron fittings, or an approved equal, and shall conform to ANSI/AWWA C-111
- C. Flanged Ductile Iron Fittings. Flanged fittings shall conform to ANSI/AWWA C-110 and shall be faced and drilled to 125-pound ANSI. The fittings shall be 125 PSI rated working pressure and cement-mortar lined to same thickness specified for pipe.
- D. Mechanical Couplings. Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with long solid sleeves and be Mechanical Joint Class 350. Mechanical couplings shall mean straight couplings, transition couplings, reducing couplings, and flanged coupling adapters.
- E. Ductile Iron Pipe. All ductile iron pipe shall be centrifugally cast of 60-42-10 iron and shall conform to ANSI / AWWA C-151. Thickness class or classes shall be 51 (minimum). The pipe shall be cement mortar lined and seal coated in accordance with ANSI / AWWA C-104. The rubber ring gaskets shall be suitable for the specified pipe sizes and pressure and shall conform to applicable parts of the latest federal specification ANSI / AWWA C-111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.

- F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.
- G. Tapping Sleeves. All tapping sleeves shall be ROMAC "SST" Stainless Steel as per ASTM A-240, Type 304 and Type 304L or an approved equal.

20.5 Pipe Laying

Pipes shall be laid in straight lines at uniform rates of grade as shown on the plans.

Proper preparation of foundation, placement of foundation material where required, and placement of pipe zone material below the pipe shall precede the installation of all sewer, water and culvert pipe. This shall include necessary leveling of the native trench bottom or the top of the foundation material as well as placement and compaction of required pipe zone material, below the pipe, to a uniform grade so that the entire length of pipe will rest firmly on a well compacted material, so the backfill material around the pipe will be placed in a manner to meet requirements specified under backfilling.

Water pipe delivered for construction shall be handled so as to minimize entrance of foreign material. When pipe laying is not in progress as, for example, at the close of a day's work, all openings in the pipeline shall be closed by water-tight plugs. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

If dirt that, in the opinion of the Engineer, will not be removed by flushing enters the pipe, the interior of the pipe shall be cleaned and swabbed as necessary with a 5% hypochlorite disinfecting solution.

- A. Backfill at the Pipe Zone. The pipe zone shall be considered to include the full width of the excavated trench from the bottom of the trench (a minimum of 4 inches under the pipe) to a point 12 inches above the top outside surface of the barrel of the pipe.

Particular attention must be given to the area of the pipe zone from the flow line to the center line of the pipe to ensure that firm support is obtained to prevent any lateral movement of the pipe during the final backfilling of the pipe zone.

Backfill the area of the pipe zone from the bottom to the horizontal center line of the pipe with "imported pipe zone material." Hand place the material around the pipe in 6 inch layers and thoroughly hand tamp with approved tamping bars supplemented by "walking in" and slicing with a shovel.

All material, within the pipe zone, shall be hand tamped and done in such a manner as to not change the grade of the pipe (particularly gravity pipe).

- B. **Joints.** In making the joints on the pipe care shall be exercised to clean all dirt, rock or other foreign matter completely from the inside of the bells and the outside of the spigots. The pipe shall be forced tightly in place with a bar or mechanical puller of a type approved by the Engineer. When the pipe is aligned it shall be supported by placing sufficient backfill material alongside and carefully tamped into place as described under Section 20.5.A.

When two different types of gravity pipe are joined together, a Fernco coupler may be used, upon approval of the Engineer. The completed connection shall be supported, in such a manner, as to maintain established line and grade and shall be encased, on all sides, with a minimum of four (4) inches of concrete. The concrete shall extend a minimum of two (2) feet on each side of the coupler.

Lubricant for water pipe gaskets shall be supplied by the pipe manufacturer.

- C. **Caps and Connections.** Caps for pipe branches, stubs, or other open ends which are not to be immediately connected shall be made of an approved material and shall be secured in a place with a joint comparable to the main line joint, or stoppers may be of an integrally cast breakout design. Caps of the type recommended by the pipe's manufacturer shall be used.
- D. **Imported Pipe Zone Material.** Granular material for pipe zone backfill shall be 3/4" minus crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.
- E. **Water Main Location and Separation.** The location and separation of the water and non-potable water main pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08 – Idaho Rules for Public Drinking Water Systems.
- F. **Permissible Deflection at Joints - Water Pipe.** Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted, the amount of deflection allowed shall not exceed the values in the following table:

***MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)**

Bell and Spigot		Mechanical Joint		Push-on Joint	
Diameter (Inches)	Max. & Min. Deflection Angle (Degrees)	Deflection (Inches)	Max. Deflection Angle (Degrees)	Deflection (Inches)	
6	7-07	27	5	19	
8	5-21	20	5	19	
10	5-21	20	5	19	
12	5-21	20	5	19	

14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11
24	2-23	9	3	11

*The maximum deflection shall be whichever is less, the table or that recommended by pipe manufacturer.

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

On all pipelines 6 inches in diameter or larger, securely anchor by suitable thrust blocking all tees, plugs, caps, and bends where unbalanced forces exist, as directed by the Engineer.

2. Thrust Blocking

Provide thrust blocks as required by the Standard Construction Drawings. The concrete mix shall have a compressive strength of not less than 2500 psi. Place blocking between the undisturbed ground and the fitting to be anchored; plastic sheathing to be placed between the concrete and fitting. The bearing surface shall be as shown or as directed by the Engineer. Place the blocking so that the pipe and fitting joints will be accessible to repairs, unless otherwise shown.

3. Metal Tie Rods

Metal tie rods, if specifically required by the Plans or the Engineer, shall be used in conjunction with thrust block. The rods, nuts and washers shall be coated with a rust resistant coating. (A product intended for such use.)

20.6 Pipe Testing and T. V. Inspection

A. Sanitary Sewer Pipe. The finished sanitary sewer shall be tight against leakage from either the inside or the outside of the pipe.

All wyes, tees, and stubs shall be plugged with flexible jointed caps, or acceptable alternate, securely fastened to withstand the internal test pressure. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.

Exfiltration testing of the sanitary sewer pipe will be conducted by the Contractor, under the supervision of the Engineer, or his representative, after the sewer line is backfilled. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of his intention to pressure test the line.

If the test indicates that there is excessive leakage in the line the Contractor shall make repairs, at his own expense, and take such corrective action as may be required by the Engineer.

T.V. inspection of the sanitary and storm sewer pipe will be conducted by the City after the pipe has been backfilled and the manholes are accessible.

1. Exfiltration Test (Using Air)

The Contractor shall plug all openings in the pipe and supply necessary metering equipment and hoses for the test and a blower or compressor with adequate capacity to perform the test.

Immediately following the pipe cleaning, the pipe installation shall be tested with low pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches four (4) pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe as determined by the Engineer.

At least two minutes shall be allowed for temperature stabilization before proceeding further. The inspector will then accurately determine the time of loss of one (1) psi. This time interval shall not be less than the time interval determined in the following formula.

$$T = 0.0109 D^2 L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

Failure to meet or exceed the computed time interval for the loss of one (1) psi will be cause for rejection of the sewer pipe.

All repairs necessary to meet these requirements and/or testing will be at the expense of the Contractor.

The maximum length of sewer pipe, for the above tests, shall be the distance between consecutive manholes. Any section of sewer pipe, between any two manholes that does not meet the above requirements, shall be rejected.

2. T.V. Inspection

T.V. inspection, (by the City), of the newly installed sanitary and storm sewer pipes will be required, preferably, before the placement of asphalt on the roadway. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when this inspection is to be performed to assure the timely scheduling of the City's personnel and equipment.

Any and all imperfections (i.e. sags in the pipe invert, joints not fully seated, offset joints, poor manhole entries and exits, etc.) found in the installation of the pipe shall be immediately repaired by the Contractor at no cost to the City. Such repairs shall be as allowed and directed by the City Engineer.

B. Water Pipe

All new watermain shall pass City standard pressure testing and bacteriological testing. Pressure testing, flushing, disinfection, and bacteriological testing shall be performed by the City Water Department. All testing, flushing, and disinfecting materials and labor costs of the City's must be paid by the Contractor. It is the Contractor's responsibility to repair all leaks. The test pressure shall be 1-½ times the working pressure of the pipe per AWWA standards. The bacteriological test criteria shall be as follows: one test showing "absence" of coliform bacteria (<1) and a standard plate count of less than 100. The Contractor shall be responsible for all excavation and back fill necessary to allow the City Water Department access to the new main for the City to furnish, install, and remove all corporation stops necessary to test, chlorinate, and bacteriological sample the new main as required. This includes backfill and trench surfacing once and then returning to the site to re-excavate and re-backfill (including cold mix patching) any corporation stops that remain in the main during disinfecting and sampling procedure. Where connections are made to existing mains the fitting and pipe shall be thoroughly cleaned and spray disinfected with 150(+) ppm chlorine solution immediately prior to their installation and such procedure shall be witnessed by a representative of the City; such operations by the contractor require the City to be notified a minimum of 48 hours in advance. The 48 hour notice is necessary to allow the City crew to notify customers of the water outage. The contractor shall be responsible for coordinating and cooperating with the City Water Department for testing, flushing, and disinfecting activities.

20.7 Plugging Existing Pipe

Where shown in the Plans or where designated by the Engineer, existing pipes shall be plugged on the inlet end for a distance of 2 diameters with commercial concrete. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

20.8 Basis of Payment

- A. Storm Sewer Pipe. The accepted quantities of storm sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including furnishing and installing lock bands at each joint and all pipe zone material.
- B. Sanitary Sewer Pipe. The accepted quantities of sanitary sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe. The cost of furnishing all pipe zone material is also included in this item.

- C. Perforated Sub-Surface Drain Pipe. The accepted quantities of subsurface drain pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.
- D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.
- E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

The measurement for payment will be the field measured centerline length of the pipe in place within the limits shown. Laying lengths of valves, fittings and couplings will be included. Payment for fittings, couplings and thrust blocks shall be considered incidental to the cost of the respectively-sized pipe.

Payment for valves will be made at a per each unit price.

ES-21. GATE VALVES AND VALVE BOXES

21.1 Scope

This section covers the work necessary for furnishing and installing the gate valves and valve boxes, complete.

21.2 Materials

- A. Gate Valves (all sizes). Valves shall be ductile iron AMERICAN FLOW CONTROL SERIES 2500 resilient seated valves, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown. Valves shall conform to ANSI / AWWA C-509.
- B. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4-inch shaft, and shall be TYLER 6855 series of appropriate length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4-inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word "Water" shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.
- C. Extension stems for valve operators. Where the depth of the opening nut is more than 4.5 feet, standard operating extensions shall be provided to bring the operating nut to a point

3.5 feet below the surface of the ground or pavement. The extension stem shall be constructed of steel (and coated).

21.3 Workmanship

- A. Valves. Before installation, the valves shall be thoroughly cleaned of all foreign material, and shall be inspected for proper operation for both opening and closing, and to verify that the valves seat properly. Valves shall be installed so that the stems are vertical, unless otherwise directed by the Engineer. Jointing shall conform to AWWA C-600 or AWWA C-603, whichever is applicable. Valves shall be installed in accordance with "Standard Details". Joints shall be tested with the adjacent pipeline. If joints leak during the test, valves shall be disconnected and reconnected, and the valve and/or the pipeline retested.

Faces of flanges shall be cleaned thoroughly before flanged joint is assembled. After cleaning, the gasket shall be inserted and the nuts tightened uniformly around the flange. If flanges leak under test, the nuts shall be loosened, the gasket reset or replaced, the nuts retightened, and the valve and/or pipeline retested.

Valves on all service connections and stubouts, 4 inch and larger, shall be mechanical joint and shall be restrained with coated tie rods.

- B. Valve Boxes. Center the valve boxes and set plumb over the wrench nuts of the valves. Set valve boxes so that they do not transmit shock or stress to the valves. Set the valve box covers flush with the surface of the finished pavement as shown, or such other level as may be ordered by the Engineer. Cut extensions to the proper length so that the valve box does not ride on the extension when set at grade.

Backfill shall be the same as specified for the adjacent pipe. Place backfill around the valve boxes and thoroughly compact to a density equal to that specified for the adjacent trench and in such a manner that will not damage or displace the valve box from proper alignment or grade. Misaligned valve boxes shall be excavated, plumbed, and backfilled at the Contractor's expense.

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

Payment for gate valves furnished and installed, complete, with valve boxes will be by the unit prices per each. Payment for the gate valves and valve boxes shall constitute full compensation for the work as specified under this section.

Payment for gate valves and valve boxes furnished and installed as auxiliary valves on hydrants shall be included in the unit price for hydrants.

ES-22. FIRE HYDRANTS

22.1 Scope

This section covers the work necessary for furnishing and installing the fire hydrants, complete, and the work necessary for the removal of existing hydrants.

22.2 Materials

- A. Low Pressure Hydrants. Hydrants to be Corey pattern with nominal 5-1/4 inch main valve opening with 6 inch bottom connections. Equip with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper port with a 5 inch Storz hose nozzle. The Storz nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designated by the manufacturer. Storz adapters will not be accepted. Operating nut shall be equipped with O-ring seals and shall open when turned to the left or counterclockwise. Hydrants shall be of the break-flange or safety-top type. Hydrants shall conform to AWWA C-502, and these Specifications. The depth of bury will generally be 5 feet; and as required to accommodate site conditions. Nozzle threads shall be American National Standard. The hydrant isolation valve shall be attached to the tee at the main and all of the piping shall be restrained from the tee to the hydrant with flanged fittings, retaining glands (mega lugs, etc.) or tie rods as approved by the City Engineer. Hydrants shall be factory painted or may be painted by the contractor using a high quality industrial enamel high intensity red paint above the ground line; spray can paint will not be allowed.
- B. Manufacturer, "Model": Waterous, "Pacer" or Mueller, "Centurian"
- C. Base Block. Solid precast concrete pier block having nominal dimensions of 8-inch thickness by 15-inch square base.
- D. Drain Rock. Washed 1-1/2 inch crushed rock or graded river gravel free of organic matter, sand, loam, clay, and other small particles that will tend to restrict water flow through the gravel.
- E. Concrete for Thrust Blocking. City Standard per ES-11.
- F. Thrust Ties. 3/4 inch diameter steel rods and duc-lugs as manufactured by Stellar Corporation, Columbus, Ohio, or approved equal. Rods shall have rust resistant protective coating.
- G. Auxillary Gate Valve. See City Standard ES-21.

22.3 Workmanship

Construction and installation shall conform to the detail on the Plans and to provisions of Sections 11 and 12 of AWWA C-600, except where otherwise specified.

- A. **Location and Position.** Locate as shown or directed so as to provide complete accessibility and minimize possibility of damage from vehicles or injury to pedestrians. A 3-foot clear space shall be provided and maintained around the circumference of the hydrant or as approved by the Engineer. Where hydrants are subject to impact by a motor vehicle, guard posts other approved means shall be provided as approved by the Engineer. Improperly located hydrants shall be disconnected and relocated, at the Contractor's expense.

When placed behind the curb, set hydrant barrel so that the face of the pumper or hose nozzle cap will be 2 feet from the back of the curb. When set in lawn space between curb and sidewalk, or between sidewalk and property line, let no portion of the hydrant or nozzle cap be within 12 inches of the sidewalk.

Set all hydrants plumb and nozzles parallel with, or at right angles to the curb, with the pumper nozzle facing the curb. Set hydrants so that safety flange is a minimum of 3 inches and maximum of 6 inches above finished ground or sidewalk level to clear bolts and nuts, and as directed.

- B. **Excavation.** Do not carry below sub-base grade. Replace over-excavated areas with gravel, and hand tamp to provide firm foundation.
- C. **Base Block.** Place on firm level sub-base to assure uniform support.
- D. **Installation of Hydrants.** Place hydrant carefully on base block to prevent the base block from breaking. After hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.
- E. **Drain Rock.** Place gravel around base block and hydrant bottom after hydrant has been blocked in place. Drain gravel shall be not less than 6 inches above hydrant drain opening. Do not connect drainage system to sewer.
- F. **Concrete Thrust Blocking.** Place after hydrant is blocked in its final position and hydrant is joined to pipe. Concrete thrust block shall have a minimum of 4 square feet of bearing area against undisturbed earth. Restraint devices such as flanged fitting, mega lugs, or tie rods may be used in lieu of thrust blocks if approved by the City Engineer.
- G. **Bury Depth and Thrust Ties.** The ground surface around fire hydrants shall be as follows:
1. **Behind the hydrant:** The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 10 feet behind the back of the hydrant. The City Engineer may approve a lesser bury requirement if thrust ties consisting of two ¾ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 2. **Sides of the hydrant:** The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from the

centerline of the hydrant barrel. All earthen fill at the sides of the hydrant for a minimum distance of 6 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.

3. Front of the hydrant (towards the main): 4.0 foot minimum cover over the hydrant lateral pipe shall be maintained – as shown on the City of Moscow Standard Construction Drawings.

Payment for existing fire hydrant removal will be made at the unit price stated in the Contractor's bid proposal for each hydrant removed, as covered herein and on the plans.

- H. Existing Fire Hydrant Removal. Remove fire hydrants on existing city mains as shown on the plans and as directed by the Engineer. The hydrants shall remain the property of the City of Moscow and shall be stockpiled, for the City, at a location to be determined. Care shall be taken so as not to damage the hydrants during removal, transporting, or stockpiling.

22.4 Payment

Payment for fire hydrants furnished and installed will be by unit price per each. Payment for fire hydrants shall constitute full compensation for all work specified under this section, and shall include the auxiliary gate valve and connecting pipe from the main line to the valve, and all trench excavation and backfill from the main to the hydrant.

Payment for existing fire hydrant removal will be made at the per each unit price.

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

- A. Sewer house connections, where required on the plans or ordered by the Engineer, shall be a minimum of four (4) inch diameter pipe. The pipe shall conform to Specification ES-8.2, except that it shall be green in color.
- B. Pipe zone material, unless otherwise specified, shall be 3/4 inch minus pea gravel, crushed rock, pea gravel, or clean sand.

23.2 Workmanship

- A. The sewer house connections shall be branched from the main sewer line by a Y branch on new mains; by a ROMAC style "CB" saddle on existing sewer mains. Branches shall be placed where indicated on the plans or as ordered by the Engineer, and shall be installed, at a point, above the centerline of the sanitary sewer main.
- B. ROMAC style "CB" saddles shall be furnished and installed by the City and paid for by the contractor.

- C. Sanitary sewer services shall not be connected to manholes.
- D. Maximum deflection permissible with any one fitting shall not exceed 45 degrees and shall be accomplished with long-radius curves or bends. Short-radius elbows or curves will not be permitted except by approval of the Engineer.
- E. Provide ends of all sewer house connection lines with standard watertight plugs, suitably braced to prevent blowoff during internal hydrostatic or air testing. With all plugs in place, test the sanitary sewer lines in accordance with ES-20.6.
- F. After the line has been tested by the Contractor and accepted by the Engineer, the Contractor shall furnish and install an approved marker, as per City of Moscow Standard Drawings, to identify the ends of the sewer stubs. The marker shall be wrapped with detectable sewer tape.
- G. Conform to applicable portions of Section ES-19 and Section ES-20.2.
- H. Backfill the pipe zone with granular pipe zone material, hand-placed simultaneously on both sides of the pipe for the full trench width and hand-tamped with approved tamping bars supplemented by 'walking in' and slicing with a shovel.
- I. Backfill, above the pipe zone, shall conform to applicable portions of Section ES-19. Do not backfill sewer house connection pipe until inspected and approved by the Engineer.
- J. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.
- K. Install as per the Standard Construction Drawings.
- L. Separation of storm and sanitary sewer service laterals from water mains and water service lines shall conform to the requirements of Idaho Drinking Water Standards.

23.3 Basis of Payment

- A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.
- C. Sewer house connection pipe, in place, will be paid for on the unit price per linear foot for the appropriate size of pipe stated in the Contractor's bid proposal. Payment for this item shall constitute full compensation for all materials and work required to install the sewer house connection pipe, complete, including trench excavation and backfill. The length of the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

ES-24. STREET / ALLEY CUT REPAIR

All excavations in to existing City street paving shall be repaired in accordance with the City's adopted STREET / ALLEY CUT REPAIR policy and as per Standard Construction Drawing entitled STREET /ALLEY CUT REPAIR.

ES-25. EROSION AND SEDIMENT CONTROL

All construction in the City involving earthwork shall comply with all of the requirements of City Code Section 7-1-4 pertaining to Erosion and Sediment Control and the City of Moscow EROSION AND SEDIMENT CONTROL STANDARDS adopted by resolution.

The Contractor shall implement appropriate erosion control eliminating sediment transport to City infra-structure and private property. The Contractor shall pay all costs associated with sediment removal from City infra-structure, private property or environmental remediation.

All sediment control devices shall be installed prior to any ground disturbing activity.

ES-26. STORMWATER RUNOFF CONTROL

All construction and development activity in the City shall comply with all of the requirements of City Code Section 5-15 STORMWATER RUNOFF CONTROL and including Moscow STORMWATER RUNOFF CONTROL STANDARDS adopted by resolution.

ES-27. IMPORTED TOPSOIL

27.1 General

Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job at his own expense and in a manner satisfactory to the Owner.

27.2 Payment

Payment for furnishing and placing imported topsoil shall be paid according to the unit price bid on the Contractor's bid proposal form or as noted as set forth in the Contract documents.

ES-28. SEEDING

28.1 Seed

Seed furnished shall be labeled; true as to variety; noxious weed-free; and meet all purity, germination specifications, and standards of the Federal Seed Act and Idaho State Seed Laws. The variety shall be as required to best satisfy the particular application - as approved by the City Engineer.

28.2 Application

Seed all cut and fill slopes and all other denuded areas where any earthwork has occurred. Seeding shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.3 Fertilizer

Fertilizer shall be commercial grade and used in the seeding application in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.4 Mulch

Mulch shall be used in the seeding operation and shall consist of furnishing and placing mulch in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.5 Seedbed Preparation

Preparing the surface area to be seeded is part of the seeding operation and shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.6 Payment

Seeding will be paid for as allowed and described in the project specific contract documents; which may include, but not limited to, the following methods of payment: unit price per unit area; lump sum amount; incidental to other item unit prices; included in a project lump sum amount.

ES-29. TREE TRIMMING

Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. **ALL TREE TRIMMING SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE COMMUNITY FORESTRY ORDINANCE.**

ES-30. INSPECTION

Work performed under this contract shall be inspected at various stages of progress. These inspections include, but shall not be limited to the following:

- A. After storm sewer lines, sanitary sewer lines, perforated drain lines and their structures are in place, but before any backfilling is started.
- B. Prior to and during the placement of all concrete. This inspection shall be requested when the forms are in place and ready to receive the concrete.
- C. After the street has been excavated and compacted, but before any crushed rock is placed.
- D. During the application and processing of the crushed rock base and after the crushed rock base has been placed and compacted, but before the prime coat is applied.
- E. After valve boxes, catch basins, manholes and monuments have been adjusted to the proper elevation.
- F. Prior to and during the placement of prime coat and tack coat.
- G. Prior to and during the placement of all superpave hot mix asphalt pavement.
- H. At the completion of the job, after all cleanup, backfilling and all other work is done and job is ready for final acceptance.

It shall be the responsibility of the Contractor to notify the Engineer, or his representative, when the various phases of the project are ready for inspection.

Request for inspection may be verbal but shall be given in sufficient time to allow the Engineer, or his representative, to arrange to be present as required. Failure to notify the Engineer, or his representative, of the inspections shall be sufficient ground to reject the uninspected work and cause its immediate removal.

All discrepancies, indicated by the inspector, shall be corrected by the Contractor and re-inspected before the next phase of operation is started. No claim shall be made for delays caused by correction of work found unacceptable to the inspector.

ES-31. WORKMANSHIP AND CLEAN UP

It is the intent and purpose of these Specifications and Plans to obtain good workmanship throughout with the completed work complying with the said Specifications and Plans and in full working order upon completion. Work will not be accepted until this result is obtained.

All debris or rubbish caused by the contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat and presentable condition.

Any damage to private property shall be repaired, replaced in kind, as approved by the City Engineer or the Owner compensated as required by the General Specifications.

Upon the satisfactory completion of all work embraced in the contract and specifications, including the cleanup, together with full compliance with the requirements of the General Specifications the Engineer will, within fifteen (15) days after such completion and compliance, issue a certificate of completion to the Owner with two (2) copies to the Contractor.

ES-32. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime Contractor.

The amounts to be allowed for mobilization in the partial payment to be made under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.
2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate providing that the contractor has initiated productive work on the project.

Mobilization will be measured and paid for by the Lump Sum as shown on the Contractor's Proposal

SPECIAL PROVISIONS

SCOPE

This project consists of the installation of an asphalt pickleball surface, nets, surface coating, fencing, installation of pickleball court lighting, benches, trash receptacle, sidewalk, and pedestrian ramp to include truncated domes. Also included is the Additional Alternative removal of existing tennis court asphalt surface, gravel base, tennis court net footings, and the placement of topsoil and grass, at Ghormley Park located within the city of Moscow.

All work shall be completed as shown on the construction plans and herein described in these specifications.

Note: All quantities are approximate, planned and actual quantities may vary.

GENERAL

All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor. All work performed under this contract shall be completed in strict accordance with these SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, CONTRACT PLANS, and the City of Moscow STANDARD CONSTRUCTION SPECIFICATIONS and DRAWINGS (unless herein modified). These SPECIAL PROVISIONS, the SCOPE OF WORK DESCRIPTION, and the CONTRACT PLANS have precedence over the City standards and Standard Drawings where not in agreement.

Traffic control must be in place prior to work commencing. Traffic control shall be in place any time a vehicle, piece of equipment or stockpile is in the roadway. The Contractor shall make no changes or modifications to the traffic control without prior approval from the Streets Supervisor or the Engineer.

It is the intent and purpose of these specifications and plans to obtain good workmanship throughout, with all work complying with these specifications. The project will not be considered substantially complete until all requirements of these specifications have been completed to the satisfaction of the Engineer.

It shall be the responsibility of the Contractor to notify the Engineer to request an inspection of the base material prior to beginning any paving or concrete operations. Failure to notify the Engineer shall be sufficient grounds to reject all uninspected work and cause its immediate removal. All discrepancies indicated by the Engineer shall be corrected by the Contractor, re-inspected and approved by the Engineer prior to acceptance of work and prior to payment. No claim shall be made for delays or compensation caused by correction of work found unacceptable by the Engineer, including noncompliance with ADA requirements.

All debris or rubbish generated by the Contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat appearing condition. Any property, public

or private, damaged by the Contractor shall be repaired to its original condition at the expense of the Contractor and approved by the Engineer.

All lawn areas damaged by the Contractor shall be repaired to the satisfaction of the Engineer. This work may include grading and sodding, as required. Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. All tree trimmings shall conform to the applicable sections of the community forestry ordinance.

Curbs and sidewalk damaged by the Contractor during this project shall be replaced by the Contractor and constructed to ES-13 and ES-14 of the City's Standard Construction Specifications, respectively.

Items referred to on the project plans as "found pins" or "monuments" are land net corner or property corner monuments and shall be retained and protected until such time as the Engineer approves their removal. In some cases, the Contractor may be required to work around monuments. Removal of monuments not approved by the Engineer shall be replaced by a professional land surveyor at the expense of the Contractor.

Construction items that are not explicitly covered in these written specifications but are required to complete a functioning project shall not be misconstrued by the Contractor as not being a part of the scope of the work covered by the contract. Those items that are not specifically covered in these specifications, but are required by the CONTRACT PLANS, shall be constructed in accordance with the construction industry's highest standards.

The Contractor shall bring to the Engineer's attention any problems associated with any part of the design and/or construction of this project – as a consequence of design error, construction error, site conditions, or any other unanticipated construction variable. The Contractor and the Engineer will then jointly work out a solution to the problem.

SP-1. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime contractor.

Measurement and Payment:

The amounts to be allowed for mobilization in the partial payment system, as provided under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.
2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate, providing that the contractor has initiated productive work on the project.

Measurement for MOBILIZATION shall be lump sum. Payment for this item shall be at the price shown on the Contractor's Proposal, according to the above guidelines, and shall include all materials, labor, equipment and incidentals to do the work for:

SP-1. MOBILIZATIONL.S.

SP-2. EXCAVATION

This item consists of all excavation necessary for the construction of sidewalk, pedestrian ramps, pickleball court, the removal of tennis court base, **not otherwise paid for under the removal items**. This work includes, but not limited to, the excavation and disposal of material necessary to accommodate the placement of six (6) inches of new, compacted base rock beneath the new sidewalk, pedestrian ramps, concrete pad, or asphalt in accordance with Project Plans, Engineering Specifications, ES-5, City of Moscow Standard Construction Drawings, and these Specifications.

Irrigation systems are likely to be encountered in this Project. If an irrigation system is disrupted, the Contractor shall notify the Project Manager immediately. Any required adjustment or repair of the irrigation system will be the Contractor's responsibility and paid for under this item.

Excavated materials shall be carefully removed from the job site and disposed of by the Contractor.

A. EXCAVATION

This item consists of all excavation necessary for the construction of pickleball courts, sidewalk, the replacement of existing tennis courts with seeded field, **not otherwise paid for under the removal items (where no sidewalk currently exists) or other excavation items**. This work includes, but not limited to, excavation and disposal of material necessary to accommodate the placement of six (6) inches of new, compacted base rock beneath the asphalt pickleball surface and new sidewalk in accordance with Project Plans, Engineering Specifications, ES-5, City of Moscow Standard Construction Drawings, and these Specifications.

Excavated materials shall be carefully removed from the job site and disposed of by the Contractor.

B. EXCAVATION, STOCKPILE, & PLACEMENT OF TOPSOIL

This item consists of the excavation and stockpile of approximately 200 cubic yards of topsoil excavated from the proposed pickleball courts and sidewalk area. After removal of

tennis court surface and base, the topsoil will be used in addition to IMPORTED TOPSOIL to return tennis court area to a level surface.

Topsoil shall be compacted to a density of between 85% and 90% of AASHTO T99. The Engineer must approve a method of compaction in advance. After raking to a relatively smooth appearance, the finished grade of the topsoil shall be ½ inch below the curb/sidewalk elevation. The Contractor will be responsible for removing roots, sod, concrete, stones and other non-organic material from areas to receive topsoil and from the topsoil as it is being placed. Topsoil will be placed approximately six (6) inches thick in most areas and shall be raked to blend into adjacent properties. The Contractor must furnish the appropriate tools and labor to perform an acceptable effort of raking and eliminating debris.

Measurement and Payment:

Measurement and payment for all EXCAVATION items shall be by the cubic yard as shown in the Project Plans. Additional excavation outside the indicated quantities will not be paid without prior approval from the Engineer. The price shall include all costs incurred for materials, labor, equipment and other incidentals costs. Payment shall include all costs incurred including labor, equipment and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-2. A. EXCAVATIONC.Y.

SP-2. B. EXCAVATION, STOCKPILE & PLACEMENT OF TOPSOILC.Y.

SP-3. REMOVALS AND DISPOSALS

This item consists of furnishing the necessary materials, labor and equipment to saw-cut, excavate, remove and dispose of existing bituminous surface, concrete pavement, concrete sidewalks, concrete curbs, concrete pedestrian ramps, and other obstructions as required. All removals and disposals shall be in accordance with City of Moscow Engineering Specification ES-4.

The Contractor shall be responsible for all removals delineated by City staff as specified in plans, specifications, and contract documents, and as may be necessary to complete the work in accordance with the scope of the work and City Standards.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. Curbs, sidewalks and street sections to be removed shall be saw-cut full depth, on smooth, straight lines as marked in the field. Saw cutting shall be considered incidental to this item. The concrete is to be removed and disposed of by the contractor. Location of a disposal site is the responsibility of the contractor.

All areas, on the street side of the curb, where asphalt surfacing has been removed shall be temporarily cold mix patched (min. 2.5" thick) or backfilled with crushed rock base flush with the existing asphalt surface the same day as excavation and backfill occurs. The temporary patch or backfill must then later be removed and replaced to match existing depth or with six (6) inch thick hot mix patch, whichever is lesser. The hot mix patch shall be installed a minimum of three (3) days to a maximum of seven (7) days after pouring the concrete curb/sidewalk. Temporary patching or backfill shall be maintained to provide a smooth driving surface and protected by means of traffic cones until the time of replacement with the permanent hot mix asphalt patching. Temporary cold patching behind sidewalk is not required. All costs associated with the temporary patching or crushed rock base backfill shall be included in the removal items.

The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

The Contractor shall be especially cognizant of apparent tree roots that will require caution during the performance of this work item and shall notify the Community Forestry Administrator, David Schott (208) 883-7098, upon encountering roots of 1" or greater diameter before cutting those roots.

A. REMOVE / DISPOSE OF BITUMINOUS SURFACE

This work shall consist of, but not limited to, the removal and disposal of bituminous surface. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Existing bituminous surface to be removed shall be neatly saw-cut, removed, and disposed of in marked areas necessary to facilitate the construction of seeded field. Saw cutting shall be considered incidental to this item. Sections to be removed shall be cleanly saw-cut perpendicular to the existing curb alignment, and along painted removal lines located twenty-four (24) inches minimum from the curb line, as shown in the plans. When field conditions dictate, removal limits may be extended beyond twenty-four (24) inches to achieve ADA compliance. This item also covers any milling or removal of bituminous surface for the preparation of raised asphalt crosswalks. Location of a disposal site is the responsibility of the contractor.

Crushed rock must be placed along the edge of any vehicle or pedestrian approach affected by these removals to provide temporary vehicle access if needed to maintain local access. The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

B. REMOVE / DISPOSE OF TENNIS COURT NET FOOTINGS

This work shall consist of, but not limited to, the removal and disposal of Tennis Court Net concrete footings, as well as the removal and replacement of chain link fence to allow vehicular access to the tennis court area. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. Placement of new compacted rock to accommodate six inches of topsoil is considered incidental to the removal of tennis court footings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

C. REMOVE / DISPOSE OF PLAYGROUND EQUIPMENT

This work shall consist of, but not limited to removal and disposal of playground structures listed (Items 1-3) including equipment, foundations, hardware, and any additional parts as determined necessary by the Engineer located at the project site. These include:

1. Plastic Border (~215 LF)
2. Four bay swing (~10' x 25')
3. Wood Chip Playground Material

Removals shall be in accordance with Project Plans, Engineering Specifications, ES-4 REMOVALS, City of Moscow Standard Construction Drawings, and these Specifications.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement for REMOVE / DISPOSE OF BITUMINOUS SURFACE shall be by the square yard as measured in the field. Measurement for REMOVE / DISPOSE OF TENNIS COURT NET FOOTINGS shall be Each as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs. REMOVE / DISPOSE OF PLAYGROUND EQUIPMENT shall be by the Lump Sum as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs. Payment shall include all costs incurred to remove and dispose of the items including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-3. A. REMOVE / DISPOSE OF BITUMINOUS SURFACE..... S.Y.

SP-3. B. REMOVE / DISPOSE OF TENNIS COURT NET FOOTINGS EA.

SP-3. C. REMOVE / DISPOSE OF PLAYGROUND EQUIPMENT.....L.S.

SP-4. SOFT SPOT REPAIR

This work shall consist of, but not limited to, the repair of soft spots. Type II ITD woven or nonwoven geotextile will be used where soft spot repairs are needed. 1-1/4" minus crushed gravel shall be used as fill in the repair location. The area of excavation shall have a depth of one (1) foot. The repair shall be completed in accordance with the Project Plans, Engineering Specifications ES-8, Standard Drawings, and these Specifications.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement for SOFT SPOT REPAIR shall be per square yard as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, dewatering, base rock, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4. SOFT SPOT REPAIR S.Y.

SP-5. SUBGRADE SEPARATION GEOTEXTILE

This work shall consist of furnishing and installing geotextile in accordance ES-6, these specifications, and in reasonable conformity to the details shown on the plans or as directed by the Engineer.

During periods of shipment and storage, the geotextile shall be placed in a dry place off the ground and protected from damage and shall be maintained in an opaque, heavy-duty protective covering.

Geotextile shall be Type II, nonwoven or woven, as set forth in Section 718.07 – Subgrade Separation Geotextile Property Requirements of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

The area to be covered shall be graded to a smooth uniform condition free of obstacles, depressions, and debris. The geotextile shall be spread immediately ahead of the covering operation. The geotextile shall not be dragged on the ground or mishandled in any way. The geotextile shall be placed loosely and without wrinkles so that placement of the overlying material will not tear the geotextile. The geotextile shall be lapped or sewn, as specified, at the ends and sides of adjoining sheets. The cover material shall be placed on the geotextile in such a manner that a minimum of six (6) inches of material will be between the vehicle or equipment tires or tracks and the geotextile at all times.

Where geotextiles will be placed over soft ground, construction vehicles shall be limited in size and weight such that rutting in the initial lift above the geotextile is not greater than three inches

deep, to prevent overstressing the geotextile. Turning of vehicles on the first lift above the geotextile will not be permitted. End-dumping the cover material directly on the geotextile will not be permitted. Compaction of the first lift above the geotextile over soft ground shall be limited to routing of placing and spreading equipment only. No sheep foot type equipment will be allowed on the first lift. Subsequent lifts will be closely observed during compaction. If any foundation failures occur during compaction operations, lightweight compaction equipment shall be used. Pegs, pins or the manufacturer's recommended method shall be used as needed to hold the geotextile in place until the specified cover material is placed. Under no circumstances shall cover material be dropped on unprotected geotextile from a height greater than three feet above the surface of the geotextile.

The geotextile shall be covered with the specified cover material as soon as possible. Geotextiles which have not been ultraviolet stabilized shall not remain uncovered for longer than seven days. Ultraviolet stabilized material shall not remain exposed for longer than thirty (30) days.

Should the geotextile be torn or punctured or the overlaps or joints disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or roadbed distortion, the backfill around the damaged or displaced area shall be removed and the damaged geotextile repaired or replaced by the Contractor at no cost to the Owner. The repair shall consist of a patch of the same type geotextile placed over the ruptured area. The patch shall overlap the existing fabric a minimum of eighteen (18) inches from the edge of the rupture.

Measurement and Payment:

SUBGRADE SEPARATION GEOTEXTILE will be measured to the nearest square yard of surface area actually covered. No separate measurement will be made for construction of laps, seams, joints or patches, unless the Engineer orders more than the specified lap, in which case the added lap width will be measured. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-5. SUBGRADE SEPARATION GEOTEXTILE S.Y.

SP-6 3/4" (-) CRUSHED AGGREGATE BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included under SP-10 in these specifications. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in 8-inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement and payment for 3/4" (-) CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the project plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The unit price, per ton, shall include all materials, labor, equipment and incidentals necessary to furnishing, placing and compacting:

SP-6. 3/4" (-) CRUSHED ROCK BASE TON

SP-7. IMPORTED TOPSOIL

This work shall consist of placing and compacting topsoil backfill in the remediated tennis court area. Construction of Imported Topsoil shall be done in accordance with the Contract Plans, ES-27, Standard Drawings, and these Specifications.

Topsoil shall be compacted to a density of between 85% and 90% of AASHTO T99. The Engineer must approve a method of compaction in advance. After raking to a relatively smooth appearance, the finished grade of the topsoil shall be 1/2 inch below the curb/sidewalk elevation. The Contractor will be responsible for removing roots, sod, concrete, stones and other non-organic material from areas to receive topsoil and from the topsoil as it is being placed. Topsoil will be placed a minimum of six (6) inches thick in most areas and shall be raked to blend into adjacent properties. The Contractor must furnish the appropriate tools and labor to perform an acceptable effort of raking and eliminating debris.

Measurement and Payment:

Measurement and payment for IMPORTED TOPSOIL shall be by the cubic yard. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-7. IMPORTED TOPSOIL C.Y.

SP-8. MISCELLANEOUS LANDSCAPING

This work shall consist of, but not limited to, returning landscaped areas disturbed by construction to their original state. This work includes, but is not limited to the following:

1. Placing topsoil backfill in all excavated areas bordering constructed concrete and/or asphalt.
2. Seeding areas of backfill and disturbed grass with Inferno Turf-Type Tall Fescue by Jacklin Seed.

3. Irrigation adjustments (if necessary).
4. Finish grading areas adjacent to the new concrete and/or asphalt profile to provide a smooth connection between the court existing landscaping.

Construction of the Miscellaneous Landscaping shall be done in accordance with the Contract Plans, ES-27, ES-28, Standard Drawings, and these Specifications. Hydroseed mix shall be approved by Engineer and shall include fertilizer, tackifying agents, fiber mulch, and green dye to indicate areas that have been seeded.

Topsoil shall be compacted to a density of between 85% and 90% of AASHTO T99. The Engineer must approve a method of compaction in advance. After raking to a relatively smooth appearance, the finished grade of the topsoil shall be ½ inch below the curb/sidewalk elevation. The Contractor will be responsible for removing roots, sod, concrete, stones and other non-organic material from areas to receive topsoil and from the topsoil as it is being placed. Topsoil will be placed approximately 6 inches thick in most areas and shall be raked to blend into adjacent properties. The Contractor must furnish the appropriate tools and labor to perform an acceptable effort of raking and eliminating debris.

The Contractor shall take care not to damage concrete when placing or compacting the topsoil. Chipped, cracked or broken curbs or sidewalks will be replaced at Contractor expense. The Contractor shall be responsible for cleaning all street areas of spilled or tracked dirt from the project area and approaches.

Measurement and Payment:

Measurement and payment for MISCELLANEOUS LANDSCAPING shall be by the lump sum as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-8. MISCELLANEOUS LANDSCAPINGL.S.

SP-9. HYDROSEEDING

This work shall consist of cleaning, preparing, and hydroseeding 1,924 square yards of remediated tennis court area, the construction equipment entrance and any other disturbed areas as determined by the Engineer or his representative. HYDROSEEDING shall be done in accordance with the Contract Plans, ES-28, Standard Drawings, and these Specifications. Hydroseed mix shall be approved by Engineer and shall include fertilizer, tackifying agents, fiber mulch, **Inferno Turf-Type Tall Fescue** by Jacklin Seed, and green dye to indicate areas that have been seeded.

The Contractor must furnish the appropriate tools and labor to perform an acceptable effort of raking and eliminating debris.

Measurement and Payment:

Measurement and payment for HYDROSEEDING shall be by the square yard as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-9. HYDROSEEDING..... S.Y.

SP-10. HOT MIX ASPHALT COURT SURFACE

This work shall consist of paving a 3" thick pickleball court surface with hot mix asphalt pavement as shown in the Contract Plans and in accordance with ES-15 and these Specifications. This shall consist of paving surfaces with CLASS "G" ASPHALT CONCRETE PAVEMENT as shown in the Contract Plans and in accordance with City of Moscow Standard Specifications and these Specifications. This work shall take place after the aggregate base grade and compaction of base are approved by the Engineer. This item shall consist of a single 3" lift of CLASS "G" ASPHALT CONCRETE PAVEMENT as shown on the plans and as specified in ES-15 and to conform to standards for pickleball court construction as prescribed or approved by USA Pickleball and the American Sports Builders Association.

Asphalt Concrete Pavement (Surface Course) Class "G"

<u>Sieve Size</u>	<u>Percent Passing</u>
1/2 inch	100%
3/8 inch	97 – 100
1/4 inch	62 – 82
US #10	32 – 48
US #40	11 – 24
US #200	3.0 – 7.0
% Mineral Filler	0 – 2

Asphalt concrete paving shall conform to the requirements, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Paving asphaltic cement used will be PG58-22 or PG58-28, or an approved equal, and shall conform to the specifications, of the latest edition, of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and amendments thereto.

A Hveem or Super Pave Mix Design shall be submitted with associated "Job Mix Formula" (JMF) for approval, if required by the City Engineer.

Measurement and Payment:

Measurement for HOT MIX ASPHALT COURT SURFACE shall be by the ton, as determined by weigh slips, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall include all costs

incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-10. HOT MIX ASPHALT COURT SURFACE TON

SP-11. CONCRETE SIDEWALK

This work shall consist of, but not limited to, the installation of concrete sidewalk. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-14, and the Standard Drawings.

The contractor shall keep a person at the job site for a minimum of four (4) hours following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete. Concrete left unattended, if damaged or defaced, shall be replaced at contractor expense.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed sidewalk, such that adjacent area is left in its original state.

Underground electric pull boxes or irrigation boxes immediately adjacent to newly constructed sidewalk shall be adjusted to grade established during asphalt patch back.

Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new compacted base rock beneath the sidewalk is not considered incidental to this item.

Backfill of lawn areas adjacent to new sidewalks shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties.

This item includes everything required to complete this work including, but not limited to labor, base rock, excavation, topsoil, materials and equipment.

Measurement and Payment:

CONSTRUCT CONCRETE SIDEWALK shall be paid per square yard. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-11. CONSTRUCT CONCRETE SIDEWALK..... S.Y.

SP-12. TRUNCATED DOMES

This work shall consist of furnishing and installing Truncated Domes (detectable warning surfaces) at pedestrian curb ramps in compliance with the Public Rights-of-Way Accessibility Guidelines. All work shall be in conformance with the most current ADA requirements.

The truncated domes shall be pressed firmly into the concrete to the point that concrete fills the vent holes on the truncated dome plates. Any swelling of the concrete that occurs around the truncated domes must be screeded off and the surrounding concrete shall be finished flush with the truncated dome plate edge. The finished installation of the truncated domes plates and the ramp surface plane shall have no surface deviations over 3/16 inches.

Truncated domes shall be **CAST IRON** in color and material. The panels shall be ordered and installed to the width of the pedestrian curb ramp; splicing of multiple warning surface panels shall not be allowed unless approved by the Engineer.

Measurement and Payment:

Measurement and payment for TRUNCATED DOMES shall be by the square foot as measured in the field. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-12. TRUNCATED DOMES.....S.F.

SP-13. SURFACE COATING

This work shall consist of, but not limited to, the furnishing of all materials, equipment, implements, parts and supplies necessary for, or appurtenant to the installation of Pickleball Court(s) 100% anti-slip acrylic textured surfacing in accordance with the attached and accompanying drawings.

The work hereunder shall be done in a thorough, workmanlike manner and conform to standards for pickleball court construction as prescribed or approved by USA Pickleball and the American Sports Builders Association. Where names of specific products may be designated in these Specifications or in the details appearing on the drawings, the intent is to state the general type and quality of product desired without ruling out use of other products of equal type and quality that have been approved by The Engineer or his representative. If an approved alternative surface coating product is employed, the contractor must furnish manufacturer specifications and application guide two weeks prior to application.

The work shall be laid out to true lines and grades in full accord with the drawings. Surveying of line and grades shall be accomplished by the contractor from a base line and/or benchmark shown on the drawing. These reference points must be maintained for the duration of the contract or until such other time as their removal may be authorized by the Owner or his/her representative.

The application of the "color finish course" material shall be performed by qualified and skilled mechanics in a workmanlike manner in accordance with the manufacturer's standard printed instructions. Acrylic resurfacing layers and color layers shall be applied to no less than the manufacturer recommended minimum application rates

The contractor shall guarantee the color finish system for a period of 3 (three) years against cracking, fading, excessive wear, blistering and spalling. All other aspects of this construction shall be guaranteed unconditionally for a period of 1 (one) year from the date of acceptance.

The contractor shall obtain verification and approval for the use of any materials to be used as a part of this project prior to bidding that has not been specifically called out on the drawings or in these Specifications.

Material

Color Finish Material:

The color finish material for the surface shall be:

"DecoTurf" as manufactured by:

California Sports Services

150 Dascomb Rd.

Andover, MA 01810

Phone: 978-623-9980

Web: www.californiasportssurfaces.com

Laykold "Advantage" System:

ADVANCED POLYMER TECHNOLOGY

109 Conica Lane, PO Box 160

Harmony, PA 16037

Phone: 724-452-1330

www.advpolytech.com www.sti-sports.com

or, an approved equal.

Installation

DECOCOLOR HARDCOURT INSTALLATION GUIDE

Prior to the application of this system, the net sleeves and fencing shall be installed.

DESCRIPTION

This specification covers the application of a new DecoColor athletic surface on new or existing asphalt courts that have a sound, well-drained base of adequate thickness and stability.

ACCEPTABLE BASE SPECIFICATION

The success of the all-weather characteristics of resurfacing is dependent on a sound base (with good drainage) and asphalt meeting the requirements of American Sports Builders Association. New Asphalt- Asphalt base should be installed to the specifications as laid out in the American Sports Builders Association Asphalt Guidelines. CSS requires a **minimum cure time of 14 days on new asphalt**. Surface variation should not exceed 1/8 inch in ten feet when measured in any direction with a straightedge and a slope of 1 inch in 10 feet, all in one plane. Existing Courts- Should be free of dirt, debris and any blistering or delamination of the existing coatings. Surface should be cleaned and pressure-washed to remove any loose coatings or contaminants. Any depressions or low spots should be repaired to bring the court to proper uniformity. Surface should be free from cracks.

WEATHER LIMITATIONS

No part of the installation shall be conducted during rainfall, or when rainfall is imminent. The air and surface temperature must be a minimum of 50°F (10°C) and rising. Do not apply when surface temperature is above 140°F (60°C).

COURT PATCHING -The surface to be coated must be sound, smooth, and free from dust, dirt or oily materials. Prior to the application of surfacing materials, the entire surface should be flooded and left in direct sunlight for one hour under ideal conditions and checked for minor depressions or irregularities. Any puddled area that exceeds 1/8 inch in depth shall be marked and repaired with Court Patch Binder using the following mix:

100 lbs. (45kg) of 60-80 mesh silica sand (dry)
3 gallons (10L) Court Patch Binder
12-24 lbs. (5.5-11 kg) dry Portland Cement (depending on humidity and temperature)
Tack coat consisting of 1-part Court Patch Binder and 2 parts water shall be applied to the patch areas and allowed to dry thoroughly prior to patching. After patching, the surface shall not vary more than 1/8 inch in ten feet measured in any direction. Edges of the patch should be sanded down, as necessary, to avoid ridges.

CRACK FILLING

California Crack Filler may be applied by hand trowel or small broad knife to force crack filler into cracks. Do not dilute. Cracks need to be cleaned and free of moisture. Will not prevent the reappearance of cracks in the substrate.

ACRYLIC RESURFACER

In order to provide a uniform, textured surface for the DecoColor system, Acrylic Resurfacer shall be applied to obtain a coverage rate of .05-.07 gallons per square yard (.16-.22 liters per square meter) per coat, prior to any dilution. On new or rough asphalt, a second coat may be necessary. No application shall be covered by a succeeding application until thoroughly cured. Dilution with water and sand is required utilizing the following mix ratio:

Acrylic Resurfacer	Sand 40-60 mesh	Mix	Clean, potable Water	Mix
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18 gallons	225-2505	5 minutes or until uniform	8-12 gals	5 mins or until uniform
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Mix should not sit more than 20 minutes prior to application.
Cure time is approximately 2-4 hours under ideal conditions.
Liquid Yield 37-46gallons(141-177L)

Application methods:

- Use a 50-70 durometer rubber squeegee to level material across the court.
- After initial pour, acrylics should not be poured onto dry surface. Pour additional materials into existing wet windrow.
- Care should be taken not to leave ridges where adjoining applications overlap.
- Under hot conditions, application is improved by keeping surface damp with a fine mist water spray. Do not allow water to puddle.

DECOCOLOR TEXTURED COURSE

DECOCOLOR shall be applied to a clean, dry surface in a minimum of 2 applications to obtain a total quantity of not less than .10 gallons per square yard (.32 liters per square meter), prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured.

DecoColor MP	DecoBase I	Mix	Clean, potable Water	Mix
4 gallons	15 gallons	5 minutes or until uniform	6 gallons	5 mins or until uniform
Mix should not sit more than 20 minutes prior to application.				
Cure time is approximately 4 hours under ideal conditions.				
Liquid Yield 25gallons(133L)				

The diluted material shall be homogenous. The finished surface shall have a uniform appearance and be free from ridges and tool marks.

The above mix gives the best result and appearance when done in conjunction with a DecoColor Finish Course. For resurfacing or other projects that only call for two coats of acrylic color, then the following ratio should be used:

DecoColor MP	DecoBase I	Mix	Clean, potable Water	Mix
10 gallons	15 gallons	5 mins or until uniform	15 gallons	5 mins or until uniform

Allow textured DecoColor to cure at least 4 hours before continuing to the DecoColor finish coat.

DECOCOLOR FINISH COURSE

A finish coat of non-textured DecoColor will give your playing surface a consistent and uniform appearance. DecoColor should be applied to a clean, dry surface in one application to obtain a

total quantity of not less than .04 gallons per square yard (.15 liters per square meter), prior to any dilution.

DecoColor MP	Clean, potable Water	Mix
10 gallons	5 gallons	5 mins or until uniform
Mix should not sit more than 20 minutes prior to application.		
Cure time is approximately 4 hours under ideal conditions.		
Liquid Yield 35gallons(133L)		

LIMITATIONS

Will not prevent surface or structural cracks from occurring. Will not prevent metal or organic staining if there are contaminants in the subsurface. Do not allow product to freeze. Do not store in direct sunlight. Indoor applications will require a minimum constant temperature of 70°F (21°C) and proper air ventilation.

LAYKOLD HARD COURT INSTALLATION GUIDE

1) LAYKOLD Advantage System

Prior to the application of this system, the net sleeves and fencing shall be installed.

a) Surface Preparation

- i) Existing surface shall be clean, free from all dirt, dust and foreign debris, and shall be dry. New asphalt and concrete should be allowed a 30-day curing period before applying any coatings. If Advantage LAYKOLD is to be applied over concrete, please refer to the LAYKOLD Epoxy or Acrylic Concrete Primer technical data sheets. Prior to application of any coatings, the entire area should be flooded with water and checked for depressions of 1/16" or greater. Depressions shall be leveled using LAYKOLD Deep Patch, or LAYKOLD CBM (depression filler mix). Refer to the individual technical data sheets for mixture and application details. Once patching is complete, 1-2 applications of LAYKOLD NuSURF, Acrylic Resurfacer or Asphalt Resurfacer, as specified, shall be applied to the surface. Refer to the individual technical data sheets for mixture and application details. Please note that resurfacer coats may NOT be necessary over previously coated surfaces that are in good condition.

b) Installation

- i) When adding water, the Advantage LAYKOLD must then be mixed thoroughly until the material is consistent. The mixed product shall be applied to the surface using a soft, rubber squeegee. Two (2) applications of Advantage LAYKOLD, minimum, are necessary and should be pulled at 90° angles. The final coat should be pulled parallel to the net.

c) Advantage Mixture

- i) 30 gallons of Advantage LAYKOLD 15-20 gallons of clean water
- d) Coverage
 - i) Coat coverage is approximately 0.06-0.07 gal/yd² (0.41-0.47 kg/m² - 130-150 ft²/gal) per application of undiluted material. Coverage may vary depending on pavement porosity and texture.
- e) Limitations
 - Do not apply when surface temperature exceeds 130°F (54°C)
 - Do not apply when temperatures are below 50°F (10°C) or when rain is imminent.
 - Do not allow to freeze.
 - Do not over dilute with water.
 - Drying time of 2-4 hours depending on weather conditions.
 - Minimum 1 hour to recoat.
 - Store in a cool, dry environment.
- f) Warranty
 - i) APT warrants its products to be free of manufacturing defects and to meet published physical properties when applied, cured, and tested in accordance with the ASTM and APT standards. This warranty is in lieu of all warranties expressed or implied including any warranty of merchantability or fitness for a particular purpose in connection with this product. Neither seller nor supplier shall be liable for any loss or damage either direct, incidental or consequential regardless of legal theory asserted, including negligence, merchantability and /or strict liability. Seller's and supplier's obligation shall be to replace such quantity of product proven to be defective. Before using, user shall determine suitability of product for the intended use and user assumes all risk in connection there with.

Color Scheme

The courts shall be provided with a "two color scheme". The "in-bounds" court color shall be medium green. The "out-of-bounds" color shall be red. Lines shall be painted white.

Completion

Cleaning – Upon completion, the contractor shall remove all containers, surplus materials and debris and leave the site in a clean and orderly condition acceptable to the Owner. Gates shall be secured.

Maintenance – Provide the Owner with a complete and type-written set of maintenance and repair procedures. Guarantee begins at project acceptance.

Measurement and Payment:

Measurement for SURFACE COATING shall be by the square yard as measured in the field. Payment shall include all materials, labor, equipment, and incidentals necessary to do the described work for:

SP-13. SURFACE COATING..... S.Y.

SP-14. LINE PAINTING

This work shall consist of, but not limited to, the painting of seven hundred and ninety-two (792) linear feet of two (2) inch wide line markings on the pickleball courts. The work hereunder shall be done in a thorough, workmanlike manner and conform to standards for pickleball court construction as prescribed or approved by USA Pickleball and the American Sports Builders Association, the Project Plans, and the Standard Drawings.

Where names of specific products may be designated in these Specifications or in the details appearing on the drawings, the intent is to state the general type and quality of product desired without ruling out use of other products of equal type and quality that have been approved by the Engineer or his representative.

PLAYING LINES – Four hours minimum after completion of the court color resurfacing, the appropriate line markings for pickleball courts shall be accurately located, marked, and painted with California Line Paint or approve equal as specified. For cleaner, sharper line markings, it is recommended that the masking tape be sealed with either Line Rite or undiluted DecoColor, prior to the application of the Line Paint.

Dimensions – Base and playing lines shall not be more than two (2) inches wide. Line shall be accurately located and marked in accordance with rules of the USA Pickleball and American Sports Builders Association.

The painting shall be done by skilled mechanics in workmanlike manner in accordance with the manufacturers' standard printed instructions. Lines shall be tape masked and brush or roller applied to provide "sharp" line edges or as approved.

Allow finished surface to cure a minimum of 24 hours before opening surface to use.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement for LINE PAINTING shall be linear foot as measured in the field, complete. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-14. LINE PAINTING..... L.F.

SP-15. INSTALL NET FOOTINGS

This work shall consist of, but not limited to, the installation of footings, and placing of (2) net post sleeves and one (1) net center tie-down anchor for each court. Net post sleeves and tie-down anchors will be provided by the City. Footings, net post sleeves and net tie-down anchor placement shall conform to standards for pickleball court construction as prescribed or approved by USA Pickleball and the American Sports Builders Association, Project Plans, Manufacturer Recommendations, Standard Drawings, and these Specifications.

Footings and anchors are to be installed following HMA asphalt court surface installation and before Surface Coating. Footings shall be poured to undisturbed earth. Anchors are to be set on a 6" base of ¾" (-) 95% compacted gravel.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement for INSTALL NET FOOTINGS shall be each as measured in the field, complete. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-15. INSTALL NET FOOTINGS.....EA.

SP-16. LIGHTING

This work shall consist of, but not limited to, furnishing, installing, and field testing all materials and equipment necessary to complete in place, fully functional Illumination system in accordance with approved methods, ISPWC Standard Drawings, the Plans, and these Specifications. Use of approved equal lighting fixtures, area lights, and poles shall be designed to provide horizontal and vertical quantities and quality of illumination as prescribed or approved by USA Pickleball and the American Sports Builders Association.

The contractor shall furnish approximately 410 feet of electrical conduit, wiring, pole foundations, and electrical equipment necessary for the construction of a complete lighting system as shown on the plans. Luminaires, brackets, poles, and all necessary equipment will be the responsibility of the Contractor and shall be incidental to this pay item. The contractor shall install all electrical conduit, wiring, luminaires, brackets, poles, pole foundations, and electrical equipment necessary for the construction of a complete lighting system as shown on the plans.

The light pole foundations shall be Class 4000 psi concrete meeting the requirements of ES-11 for Cast-in-Place Concrete. Reinforcing steel shall be installed in accordance to ES -16.6, the project plans, ISPWC SD-1109, and the City of Moscow Standard Drawings. The foundation shall be

twenty-four (24) inches in diameter and have a minimum depth of sixty (60) inches. Foundations shall be either precast from an approved manufacturer or cast in place using a twenty-four (24) inch diameter form tube, as approved by the Engineer. Four (4) inches of ¾" minus crushed aggregate compacted to 95% of AASHTO T-99 maximum density shall be placed beneath the light pole foundation and is considered incidental to this pay item. Pole anchors shall conform to requirements stipulated by bollard manufacturer.

Area lights shall be from the following manufacturer:

1. LSI Industries Large ZNL Outdoor Sports Light Model – ZNL 78L FT UNV 50 ALBCSI BLK
2. An approved equal

Light poles shall be from the following manufacturer:

1. LSI Industries Steel Poles Model SRP T S11G 24 4 BLK DGP
1. An approved equal

Light poles shall include a Tenon Mount Fitter from the following manufacturer:

2. LSI Industries Pole Tenon Top Fitter – BKA NM S BLK
3. An approved equal

Light poles shall have a pole base cover from the following manufacturer:

4. LSI Industries 5" SRBC square base cover Order Number – 158451CLR
5. An approved equal

Unless otherwise noted, the location of luminaires and appurtenances shown in the Plans are approximate; and the exact location will be established by the Engineer in the field.

All materials furnished by the contractor shall bear the seal of approval of the Underwriter Laboratories, Inc. or shall meet the requirements of the National Electrical Manufacturer's Association, as appropriate. In addition to the requirements of the plans and specifications, all material and workmanship shall conform with the National Electrical Code and shall meet all local codes and requirements of the connecting utility.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement for LIGHTING will be per each. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-16. LIGHTING..... EA.

SP-17. BENCHES & GARBAGE CAN INSTALLATION

This work shall consist of, but not limited to, installing four (4) owner furnished Pilot Rock benches, and one (1) Flair Top Trash Receptacle, with surface mount supports, including the assembly of the items, connection to the concrete pad, and any other work necessary to complete the installation of the above mentioned items as per the manufacturer's instructions. The Contractor is responsible for picking up the items from the City of Moscow Shop on North Van Buren Street and transporting them to the jobsite.

The Contractor shall be responsible for any damage to the owner furnished equipment caused by his/her assembly and transport.

Flair Top Trash Receptacle and Pilot Rock bench assembly and installation instructions are attached as Appendix II and III to these Specifications.

Contractor is responsible for providing any tools, additional fasteners, or other equipment necessary for the installation of the Owner provided equipment.

Measurement and Payment

Measurement and payment for Benches & Garbage Can Installation shall be lump sum. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-17. BENCHES & GARBAGE CAN INSTALLATION.....L.S.

SP-18. ORANGE CONSTRUCTION FENCE

This item shall consist of, but not limited to, the installation of a temporary safety fence around the construction envelope to insure public safety. **If T-posts are used for construction post caps may be required at the discretion of the Project Manager** The installation shall be completed in accordance with the Project Plans, Engineering Specifications, City of Moscow Standard Construction Drawings, and these Specifications.

Measurement and Payment:

Measurement for ORANGE CONSTRUCTION FENCE shall be per linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-18. ORANGE CONSTRUCTION FENCE..... L.F.

SP-19. INLET PROTECTION

This work consists of, but not limited to, installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-25, ES-26, City of Moscow Standard Construction Drawings, and these Specifications.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Measurement and Payment:

INLET PROTECTION will be measured per each for each device furnished and installed on the project. No separate payment will be made in the event that inlet protections are transferred from existing inlets to new inlets. Payment shall include all materials, labor, equipment and incidentals necessary to perform the described work including installation, removal, maintenance, and disposal at an approved disposal site for:

SP-19. INLET PROTECTIONEA.

SP-20. STRAW WATTLES

This work shall consist of, but not limited to, the procurement and installation of STRAW WATTLES. Straw Wattle (AKA Fiber Roll) is a tube shaped device used to slow surface runoff, prevent sheet erosion, rills, gullies, and to retain sediment. The installation shall be completed in accordance with the Project Plans, Standard Details, DEQ Stormwater BMP Catalog, and these Specifications.

Straw Wattles should be securely staked through the center of the roll into the ground with wood stakes (nominal classification of 0.75 x 0.75 inches and minimum length of 24 inches) or with willow cuttings. Place stakes 3 to 4 feet apart and at each end of the roll. Extend the stakes 3 to 45 inches above the top of the roll. Rebar can be used to stake straw wattles with the rebar flush with the top of the roll. Rebar is not biodegradable, so it must be removed after wattles are no longer needed. The ends of the straw wattles should be turned up the slope to prevent runoff from going around the wattle. If more than one wattle is placed in a row, the wattles should be overlapped by no less than one foot and not shall not be abutted. The installation shall be maintained for the duration of the project until vegetation has reestablished to the satisfaction of the Engineer.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement for STRAW WATTLES will be per each for each linear foot of wattles furnished and installed on the project. Payment for this item shall include all materials, labor, equipment and incidentals necessary to construct, maintain, remove, and any associated work for:

SP-20. STRAW WATTLES L.F.

SP-21. TRAFFIC CONTROL

This item shall consist of furnishing all necessary materials, labor, equipment and incidentals necessary to adequately sign, flag and direct vehicular traffic and pedestrians through or around the project. Traffic control must conform to the requirements of ES-2, the Manual on Uniform Traffic Control Devices (MUTCD), ITD's Standard Specifications for Highway Construction, and these Specifications. Initiation of the traffic control plan will require five (5) days prior notification of the City.

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. The Contractor can choose to adopt the Traffic Control Plans provided in the Plans or can supply their own Traffic Control Plans prepared by a Traffic Control Supervisor.

Approval of construction signing and flagging assignment must be made in the field by the Engineer prior to any paving operations.

A sufficient number of barricades and flashers shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the latest edition of the MUTCD. When flagging is to be used, an adequate number of certified flaggers must be provided for each movement of traffic. The contractor shall have flagging vests and stop paddles on the job for use

in flagging operations. The contractor must be prepared to provide unexpected signing if construction operations dictate the need. The contractor must also provide an individual to function as a contact for Traffic Control Maintenance in evenings and weekends.

If at any time, required traffic control is not in place as shown in the traffic control plan(s), the City may immediately stop all work until adequate traffic control is in place.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the Work. Construction shall be scheduled such that parking areas and business entrances are accessible for all effected commercial enterprises.

Pedestrian traffic shall be closed to the project area. The contractor shall provide and place sidewalk closure and detour signage to adequately route pedestrian traffic around the site in a manner that minimizes “back-tracking” and additional walking distance. This will be included in the traffic control plan and must be approved by the engineer prior to beginning the work.

Traffic control devices shall be continuously maintained by the Contractor until the concrete has sufficiently cured and adjacent topsoil has been replaced to allow the safe return to normal use of the facility by the public.

Measurement and Payment:

Measurement and payment for TRAFFIC CONTROL shall be by the lump sum as shown on the Contractor’s Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-21. TRAFFIC CONTROL.....L.S.

APPENDIX I

PROJECT DRAWINGS

APPENDIX II

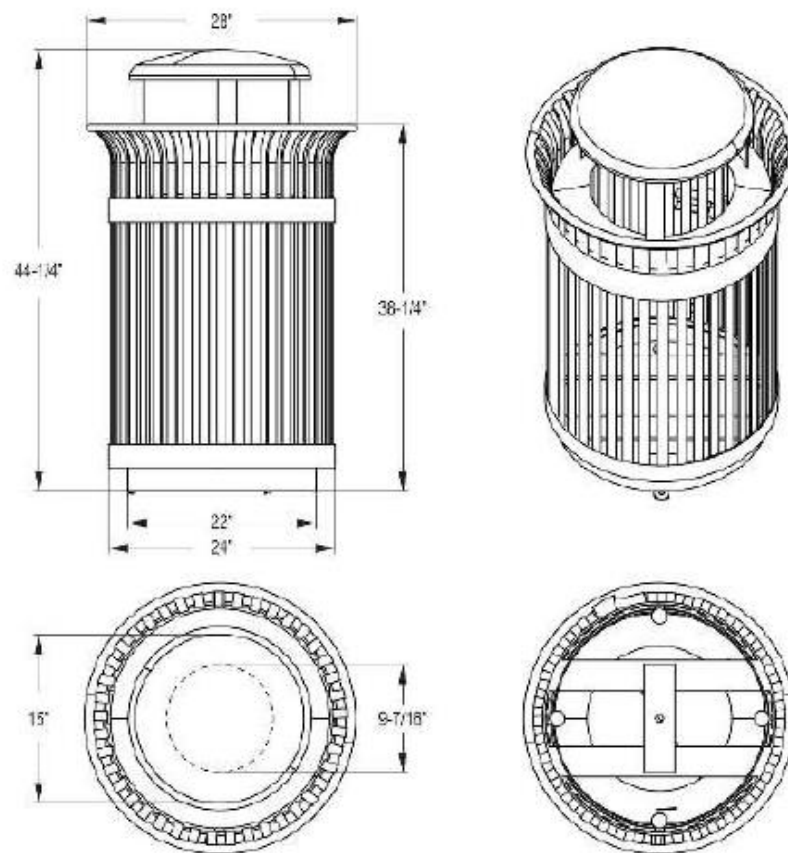
FLARE TOP TRASH RECEPTACLE INSTALLATION MANUAL

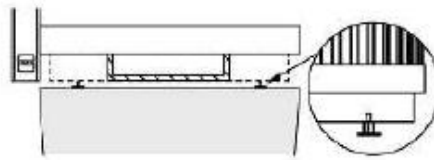


Model No. 398-9122 Assembly Instructions

3350 NW Boca Raton Blvd.
Suite B2
Boca Raton, FL 33431
800-695-3503
sales@theparkcatalog.com

Flare Top Trash Receptacle | Rain Bonnet Lid





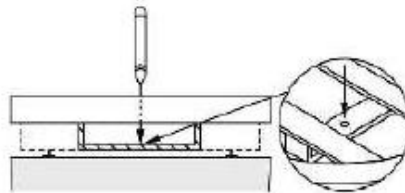
TOP TIP

Utilize leveling legs on the bottom to level the receptacle for better stability.

INSTALLATION INSTRUCTIONS FOR SURFACE MOUNT

Common Tools Needed

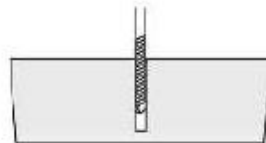
Tape Measure
Marker, Pencil, or Chalk
Masonry Drill Bit 3/16", 3/8", & 1/2"
Hammer Drill or Hammer



Step 1

Choose your desired location for the receptacle.

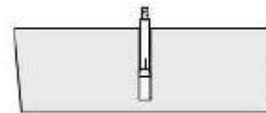
Then use chalk, marker, or pencil to mark center for the drill hole on the base material.



Step 2

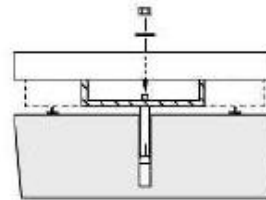
Create starter pilot holes, it will help prevent the drill from drifting.

Then drill hole that is to the depth of 1-7/8" and 1/2" in diameter.



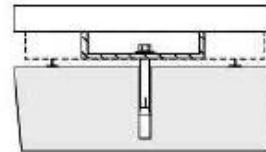
Step 3

Insert the expand anchor bolt in to drill hole to proper depth. Remove washer and nut.



Step 4

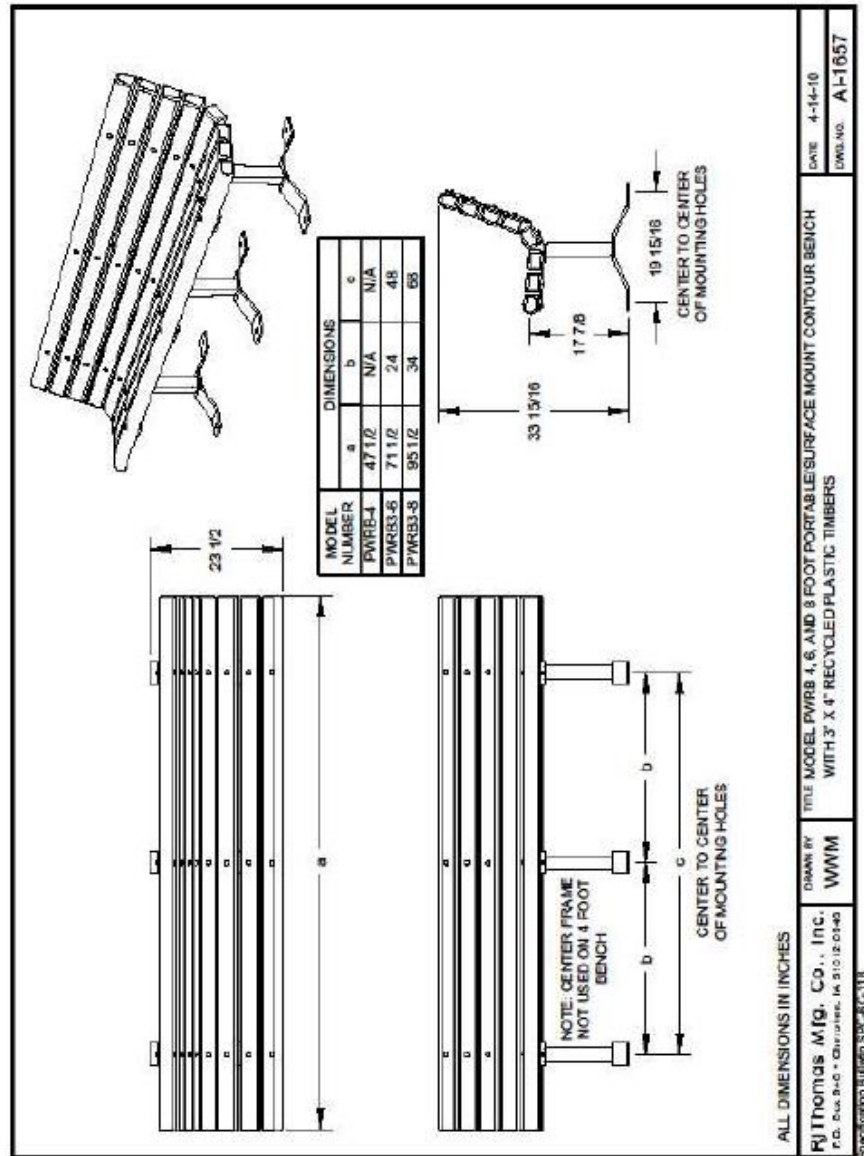
Position the receptacle and secure with washer and the expand anchor nut.

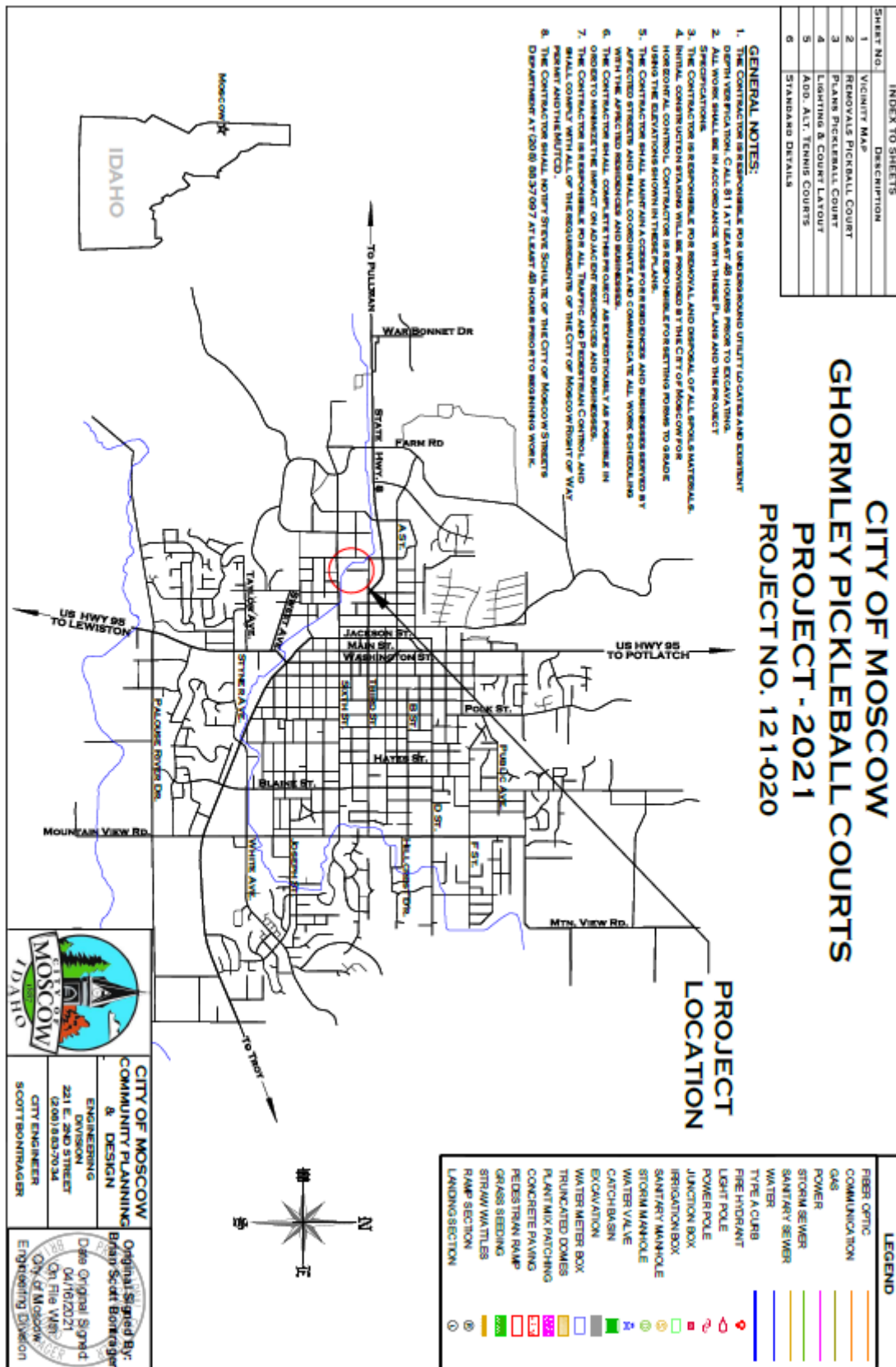


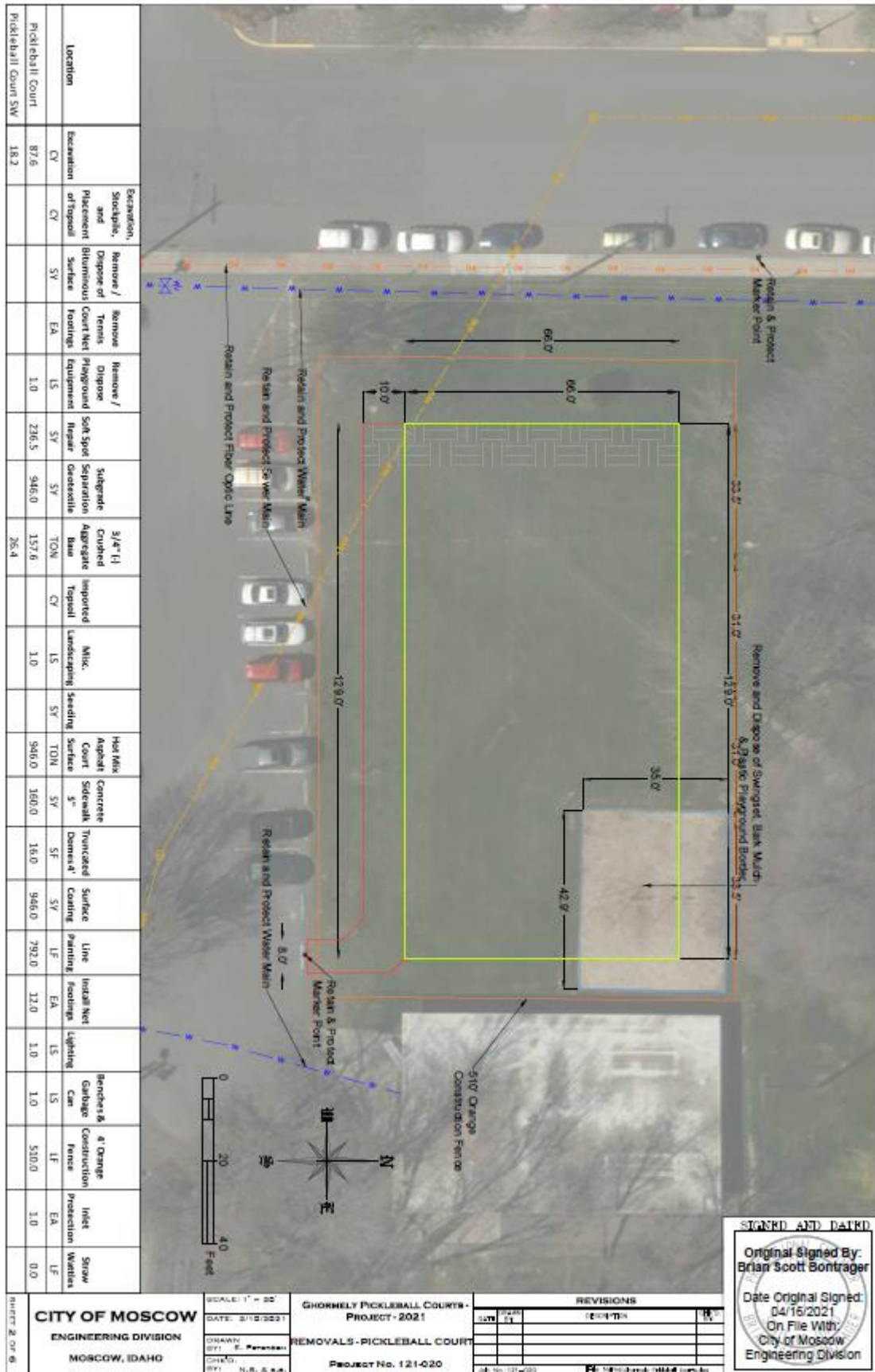
Step 5

Completely tighten the expand anchor nut.

APPENDIX III
PILOT ROCK BENCH INSTALLATION MANUAL

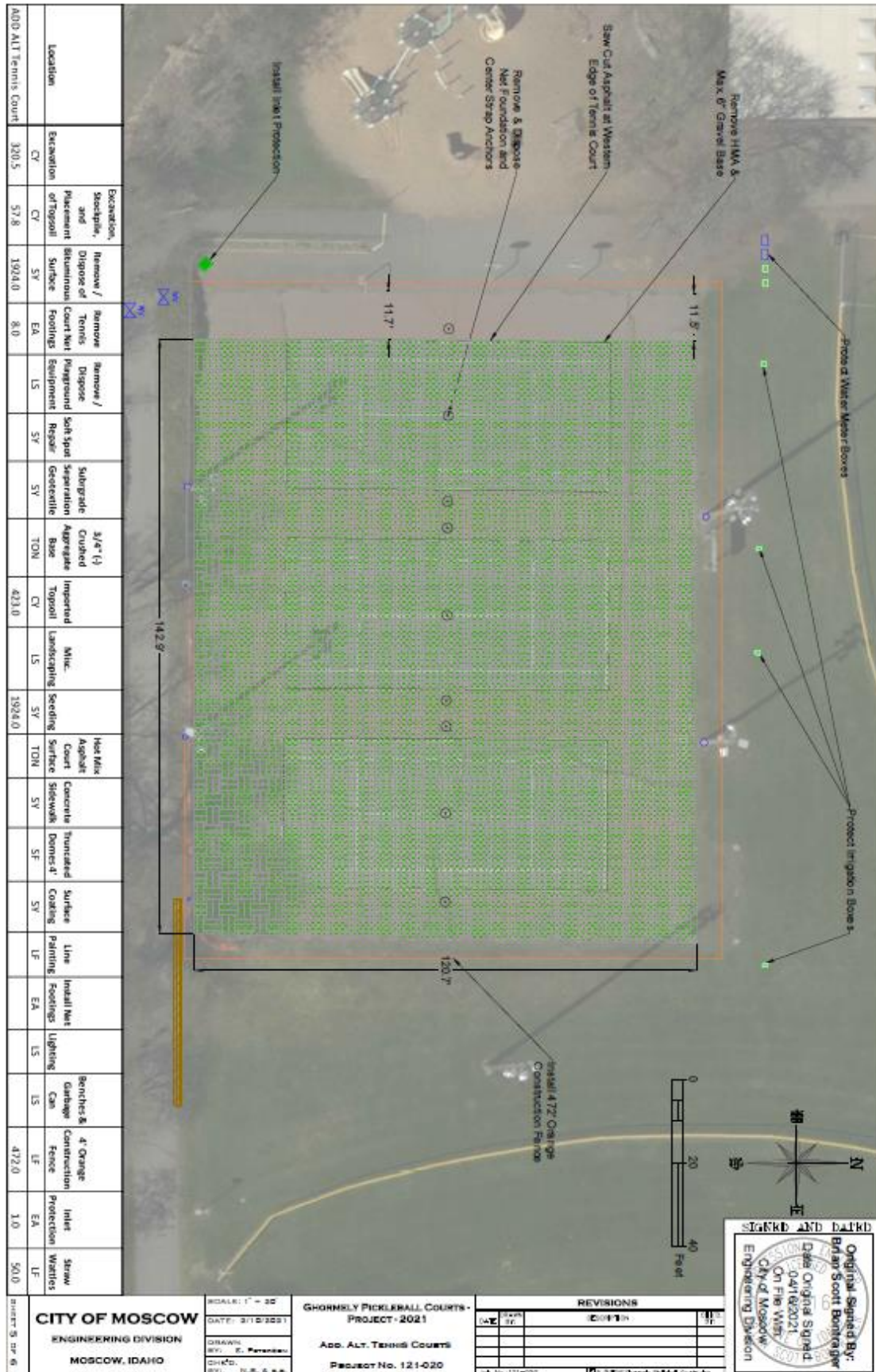


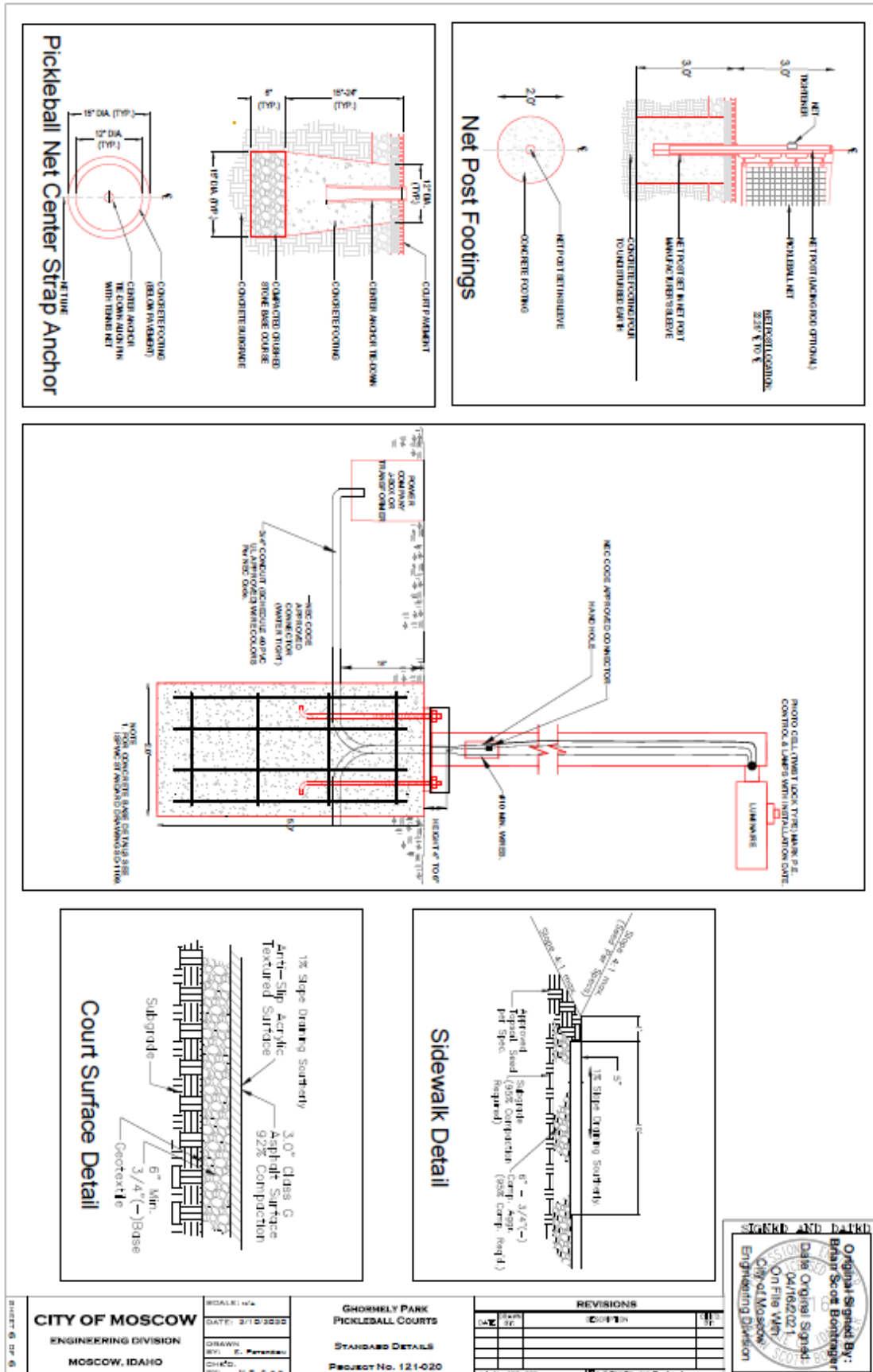




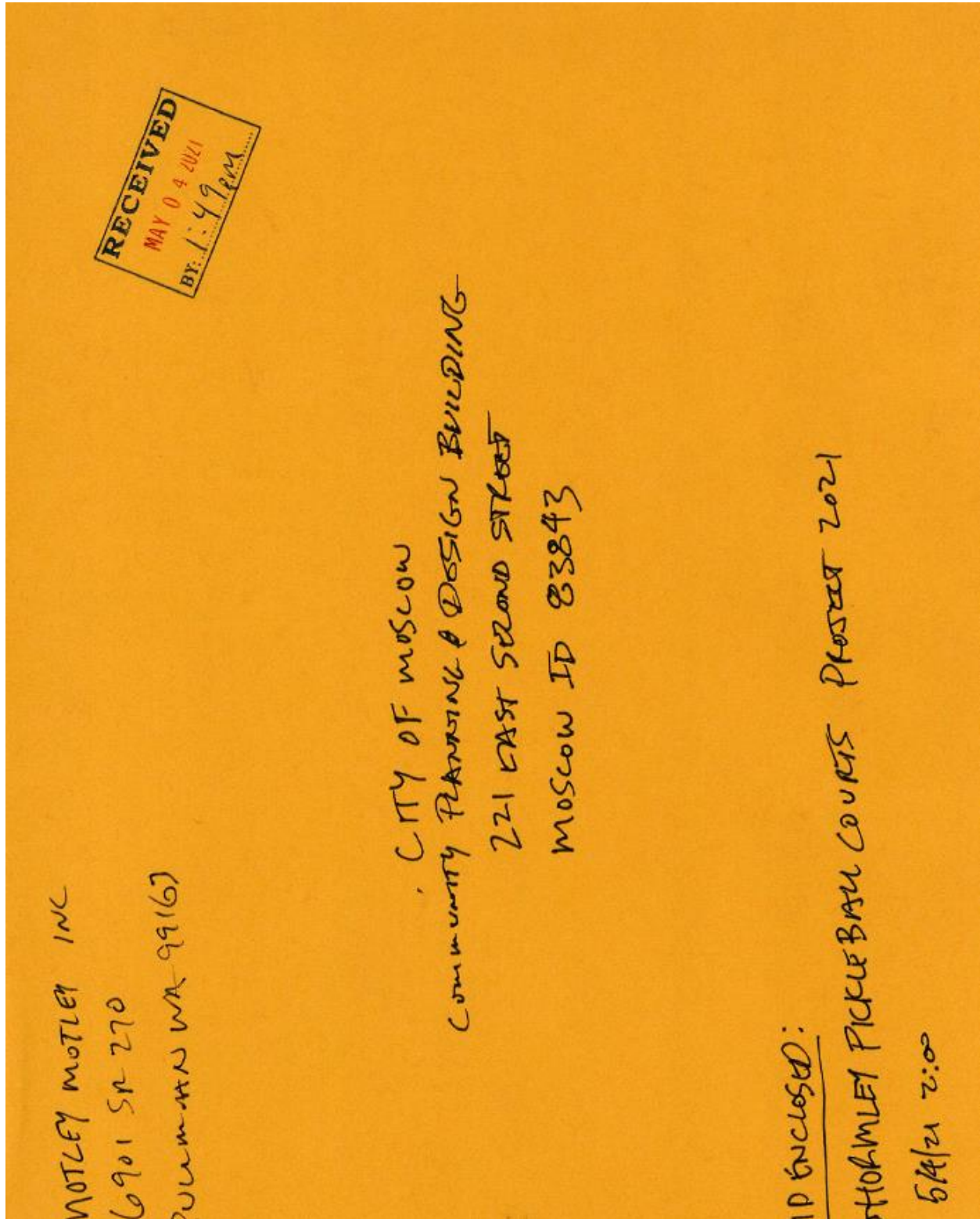








Attachment C



BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 5/4/21

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for GHORMLEY PICKLEBALL COURTS PROJECT - 2021, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid item deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number 1 through 1 have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number 10880-unlimited-1-2-3
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
<u>911 Summer, Colfax, WA. 99111</u>			
a. <u>M&M Harrison</u>	<u>Electrical</u>	<u>13968-unlimited-4</u>	<u>25,500-</u>
<u>39 O'Donnell Rd. Puyallup, WA 99167</u>			
b. <u>Curtis Concrete</u>	<u>Concrete</u>	<u>012865-A-2-4</u>	<u>11,000-</u>
<u>P.O. Box 11183 Spokane, WA. 99211-1183</u>			
c. <u>Arrow Concrete</u>	<u>Coat Coating</u>	<u>C-11931-B-4</u>	<u>17,000-</u>
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for GHORMLEY PICKLEBALL COURTS PROJECT - 2021 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 22,000 ⁻	\$ 22,000 ⁰⁰
2A.	Excavation	106 CY	\$ 25 ⁻	\$ 2,650 ⁰⁰
2B.	Excavation, Stockpile, and Placement of Topsoil	21 CY	\$ 50 ⁻	\$ 1,050 ⁰⁰
3C.	Remove / Dispose Playground Equipment	1 LS	\$ 2,400 ⁻	\$ 2,400 ⁰⁰
4.	Soft Spot Repair	237 SY	\$ 30 ⁻	\$ 7,110 ⁰⁰
5.	Subgrade Separation Geotextile	946 SY	\$ 225	\$ 2,128 ⁵⁰
6.	¾" (-) Crushed Aggregate Base	341 TON	\$ 26 ⁻	\$ 8,866 ⁰⁰
7.	Imported Topsoil	18 CY	\$ 60 ⁻	\$ 1,080 ⁰⁰
8.	Misc. Landscaping	1 LS	\$ 5,800 ⁻	\$ 5,800 ⁰⁰
10.	Hot Mix Asphalt Court Surface	162 TON	\$ 145 ⁻	\$ 24,650 ⁰⁰
11.	Concrete Sidewalk	160 SY	\$ 75 ⁻	\$ 12,000 ⁰⁰
12.	Cast Iron Truncated Domes 4'	16 SF	\$ 27 ⁻	\$ 432 ⁰⁰
13.	Surface Coating	946 SY	\$ 18 ⁵⁰	\$ 17,501 ⁰⁰
14.	Line Striping	792 LF	\$ 275	\$ 2,178 ⁰⁰
15.	Install Net Footings	12 EA	\$ 1,200 ⁻	\$ 14,400 ⁰⁰
16.	Lighting	1 LS	\$ 54,000 ⁻	\$ 54,000 ⁰⁰
17.	Benches & Garbage Can	1 LS	\$ 2,500 ⁻	\$ 2,500 ⁰⁰
18.	4' Orange Construction Fence	510 LF	\$ 5 ⁻	\$ 2,550 ⁰⁰
19.	Inlet Protection	1 EA	\$ 85 ⁻	\$ 85 ⁰⁰
21.	Traffic Control	1 LS	\$ 6,600 ⁰⁰	\$ 6,600 ⁰⁰
Base Bid Total				\$ 189,980⁵⁰

ADDITIONAL ALTERNATIVE

2A.	Excavation	321 CY	\$ <u>20⁻</u>	\$ <u>6,420⁰⁰</u>
2B.	Excavation, Stockpile, and Placement of Topsoil	58 CY	\$ <u>35⁻</u>	\$ <u>2,030⁰⁰</u>
3A.	Remove / Dispose Bituminous Surface	1924 SY	\$ <u>8⁰⁰</u>	\$ <u>15,392⁰⁰</u>
3B.	Remove / Dispose Tennis Court Net Footings	8 EA	\$ <u>900⁻</u>	\$ <u>7,200⁰⁰</u>
7.	Imported Topsoil	423 CY	\$ <u>35⁻</u>	\$ <u>14,805⁰⁰</u>
9.	Hydroseeding	1924 SY	\$ <u>2⁵⁰</u>	\$ <u>4,810⁰⁰</u>
17.	4' Orange Construction Fence	472 LF	\$ <u>5⁻</u>	\$ <u>2,360⁰⁰</u>
18.	Inlet Protection	1 EA	\$ <u>83⁻</u>	\$ <u>83⁰⁰</u>
19.	Straw Wattles	50 LF	\$ <u>6⁻</u>	\$ <u>300⁰⁰</u>
Add. Alt. Total				\$ <u>53,400⁰⁰</u>

Motley - Motley Inc
Firm Name of Bidder

[Signature]
Signature of Bidder

V.P.
Official Title

6901 OR 270
Pullman, WA 99163
Bidders Mailing Address

10880-unlimited-1-2-3
Public Works License No.

WASH
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Pullman
HA 30
This 29 day of April, 2021

BID OR PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, That we, Motley-Motley, Inc.

of 6901 State Route 270, Pullman, WA 99163 (hereinafter called the Principal),

as Principal, and Travelers Casualty and Surety Company of America

(hereinafter called the Surety), are held and firmly bound unto City of Moscow

PO Box 9201, Moscow, ID 83843

(hereinafter called the Obligor) in the penal sum of Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 26th day of April, 2021.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligor on a contract for Ghormley Pickleball Courts Project-2021

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligor for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Motley-Motley, Inc. Principal

By [Signature] Frank J. Motley, President

Travelers Casualty and Surety Company of America

By [Signature] Roxana Palacios





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Roxana Palacios** of **Seattle, WA**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: Bid Bond

OR

Project Description: Ghormley Pickleball Courts Project-2021

Principal: Motley-Motley, Inc.

Obligee: City of Moscow

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **6th** day of **May**, 2019.



State of Connecticut

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **6th** day of **May**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **April**, 2021.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

April 30, 2021

ADDENDUM NO. 1City of Moscow Project: **GHORMLEY PICKLEBALL COURTS PROJECT -2021**Project No. **114-021**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **GHORMLEY PICKLEBALL COURTS PROJECT - 2021**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

The purpose of this addendum is to correct an omission on the Base Bid of 21 Cubic Yards of Item 2B. "Excavation, Stockpile, and Placement of Topsoil".

In order to allow more time for bidders to make this adjustment the bid date will be extended until **Tuesday May 4, 2021**.

1. INVITATION TO BID: Replace Page 1 of 123 with attached Page 1 of 122 titled "INVITATION TO BID" showing the new bid date of Tuesday May 4, 2021.
2. BID SCHEDULE: Replace Pages 4 of 123 with attached Pages 4 of 122 titled "BID SCHEDULE" showing the addition of 21 CY of Item "2B. EXCAVATION, STOCKPILE, AND PLACEMENT OF TOPSOIL" on the Base Bid.
3. APPENDIX I: Add attached Sheet 7 of 6 titled "Grading Details" to the end of Appendix I after Sheet 6 of 6 "Standard Details"

Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Motley-Motley Inc.
Firm Name of Bidder

[Signature]
Signature of Bidder

V.P.
Title

5-3-21
Date

Attachment D

April 30, 2021

ADDENDUM NO. 1City of Moscow Project: **GHORMLEY PICKLEBALL COURTS PROJECT -2021**Project No. **114-021**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **GHORMLEY PICKLEBALL COURTS PROJECT - 2021**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

The purpose of this addendum is to correct an omission on the Base Bid of 21 Cubic Yards of Item 2B. "Excavation, Stockpile, and Placement of Topsoil".

In order to allow more time for bidders to make this adjustment the bid date will be extended until **Tuesday May 4, 2021**.

1. INVITATION TO BID: Replace Page 1 of 123 with attached Page 1 of 122 titled "INVITATION TO BID" showing the new bid date of Tuesday May 4, 2021.
2. BID SCHEDULE: Replace Pages 4 of 123 with attached Pages 4 of 122 titled "BID SCHEDULE" showing the addition of 21 CY of Item "2B. EXCAVATION, STOCKPILE, AND PLACEMENT OF TOPSOIL" on the Base Bid.
3. APPENDIX I: Add attached Sheet 7 of 6 titled "Grading Details" to the end of Appendix I after Sheet 6 of 6 "Standard Details"

Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Firm Name of Bidder

Signature of Bidder

Title

Date

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed and signed bids to be submitted to the business office of The Community Planning & Design Building at 221 East Second Street, Moscow, Idaho 83843, and clearly marked "Bid Enclosed - GHORMLEY PICKLEBALL COURTS PROJECT - 2021" until 2:00 p.m., prevailing local time, Tuesday, May 4, 2021, for the following project:

GHORMLEY PICKLEBALL COURTS PROJECT - 2021

At 2:20 p.m. on the same day, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, on the second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

This project consists of the construction of HMA asphalt pickleball courts, including lighting, net post footings, surfacing, line painting, the construction of sidewalk, site amenities and landscape site work north of the Ghormley Park parking lot. All work to be in accordance with project plans and specifications.

Complete digital Project Manual and Project Plans, may viewed and downloaded at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "Ghormley Pickleball Courts Project - 2021"

Once on the Quest site, you may download the digital plan documents for a non-refundable fee of \$20.00. The Quest project number is 7759857. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT – All communication about this project, including addenda will only be issued via QuestCDN, and only to those firms listed on the Plan Holder's List.

The Contract Documents may also be examined at the City of Moscow Paul Mann Building (Engineering Division), 221 East Second Street, Moscow, ID 83843.

Questions should be directed to Kendra Ewing, City of Moscow Engineering Division, 221 East Second Street, Moscow, ID, via Email only at: kewing@ci.moscow.id.us

Any objections to the contents or terms of the Specifications shall be raised three (3) days prior to bid opening or it shall be deemed to have been waived.

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

Kendra Ewing, Deputy City Clerk

Publish Dates: April 17 & April 24, 2021

BID SCHEDULE

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ _____	\$ _____
2A.	Excavation	106 CY	\$ _____	\$ _____
2B.	Excavation, Stockpile, and Placement of Topsoil	21 CY	\$ _____	\$ _____
3C.	Remove / Dispose Playground Equipment	1 LS	\$ _____	\$ _____
4.	Soft Spot Repair	237 SY	\$ _____	\$ _____
5.	Subgrade Separation Geotextile	946 SY	\$ _____	\$ _____
6.	¾" (-) Crushed Aggregate Base	341 TON	\$ _____	\$ _____
7.	Imported Topsoil	18 CY	\$ _____	\$ _____
8.	Misc. Landscaping	1 LS	\$ _____	\$ _____
10.	Hot Mix Asphalt Court Surface	162 TON	\$ _____	\$ _____
11.	Concrete Sidewalk	160 SY	\$ _____	\$ _____
12.	Cast Iron Truncated Domes 4'	16 SF	\$ _____	\$ _____
13.	Surface Coating	946 SY	\$ _____	\$ _____
14.	Line Striping	792 LF	\$ _____	\$ _____
15.	Install Net Footings	12 EA	\$ _____	\$ _____
16.	Lighting	1 LS	\$ _____	\$ _____
17.	Benches & Garbage Can	1 LS	\$ _____	\$ _____
18.	4' Orange Construction Fence	510 LF	\$ _____	\$ _____
19.	Inlet Protection	1 EA	\$ _____	\$ _____
21.	Traffic Control	1 LS	\$ _____	\$ _____
			Base Bid Total	\$ _____



CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

Seventh to Sixth Street Sanitary Replacement Project Bid Results and Contract Award - Nate Suhr

RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City published an advertisement for bids on April 17th, 2021 for Seventh to Sixth Street Sanitary Replacement Project. The bid for the project includes the replacement of three hundred and eighty-three (383) linear feet of sanitary sewer pipe, two hundred and sixty-nine (269) linear feet of storm sewer pipe, seven hundred and seven (707) square yards of asphalt, four (4) storm catch basins, a storm manhole, and a sanitary manhole. The Engineer's estimate for the project was \$323,620.50.

Bid opening for the project took place on April 30th, 2021, at which one (1) bid was received. Germer Construction, Inc. of Moscow, Idaho was the only bidder on the project with a bid of \$342,824.50, a bid tabulation is attached. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

STAFF RECOMMENDATION

Accept the low bid from Germer Construction, Inc. for Base Bid, award the contract in the amount of \$342,824.50, and authorize staff approval for construction change orders in an amount not to exceed 10% (\$34,282.45) of the contract amount.

PROPOSED ACTIONS

ACTION: Accept the low bid from Germer Construction, Inc. for Base Bid, award the contract in the amount of \$342,824.50, and authorize staff approval for construction change orders in an amount not to exceed 10% (\$34,282.45) of the contract amount.

FISCAL IMPACT

The budget for the Seventh to Sixth Street Sanitary Replacement Project will be expended from the Sewer Main Program line of the Sewer Capital Fund (GL: 330-230-770-45).

PERSONNEL IMPACT

This project will be administered and inspected by Engineering Division staff.

ATTACHMENTS

1. Bid Tab - Seventh to Sixth Street San. Replacement Project 2021
2. ConstructionAgreement-7th to 6th St. Sanitary Replacement - 2021 _final

Seventh to Sixth Street Sanitary Replacement Project - 2021
Bids Opened 4/16/2021

			Engineers Estimate		Bid From: Germer Construction	
Item Description	Qty.	Unit	Unit Price	Amount	Price	Total
Mobilization	1	LS	\$ 29,000.00	\$ 29,000.00	\$ 29,500.00	\$ 29,500.00
Remove / Dispose Bituminous Surface	707	SY	\$ 25.00	\$ 17,675.00	\$ 10.00	\$ 7,070.00
Remove / Dispose 6" Clay Sanitary Pipe	383	LF	\$ 25.00	\$ 9,575.00	\$ 6.00	\$ 2,298.00
Remove / Dispose of 8" Concrete Storm Pipe	269	LF	\$ 30.00	\$ 8,070.00	\$ 6.50	\$ 1,748.50
Remove / Dispose of Catch Basin	4	EA	\$ 1,100.00	\$ 4,400.00	\$ 500.00	\$ 2,000.00
Remove / Dispose of Sanitary Manhole	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
Remove / Dispose of Storm Manhole	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00
8" PVC Sanitary Pipe (Class F Backfill)	383	LF	\$ 100.00	\$ 38,300.00	\$ 235.00	\$ 90,005.00
8" PVC Storm Pipe (Class F Backfill)	269	LF	\$ 84.50	\$ 22,730.50	\$ 210.00	\$ 56,490.00
Reconnect Existing Sewer Service	25	EA	\$ 3,500.00	\$ 87,500.00	\$ 575.00	\$ 14,375.00
Storm Sewer Catch Basin	4	EA	\$ 2,000.00	\$ 8,000.00	\$ 2,000.00	\$ 8,000.00
Sanitary Sewer Manhole (4' Diameter)	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 5,900.00	\$ 5,900.00
Storm Sewer Manhole (4' Diameter)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,395.00	\$ 4,395.00
3/4" (-) Crushed Rock Base	54	TON	\$ 30.00	\$ 1,620.00	\$ 32.00	\$ 1,728.00
1 -1/4" (-) Crushed Rock Base	54	TON	\$ 25.00	\$ 1,350.00	\$ 34.00	\$ 1,836.00
Hot Mix Asphalt Patching	121	TON	\$ 150.00	\$ 18,150.00	\$ 184.00	\$ 22,264.00
Inlet Protection	3	EA	\$ 250.00	\$ 750.00	\$ 275.00	\$ 825.00
Traffic Control	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 42,480.00	\$ 42,480.00
Bypass Pumping	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 31,510.00	\$ 31,510.00
Force Account	1	EST	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
			TOTAL	\$323,620.50	TOTAL	\$342,824.50

**CONSTRUCTION AGREEMENT
FOR SEVENTH TO SIXTH STREET SANITARY REPLACEMENT - 2021
BETWEEN CITY OF MOSCOW, IDAHO
AND GERMER CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR SEVENTH TO SIXTH STREET SANITARY REPLACEMENT - 2021 BETWEEN CITY OF MOSCOW, IDAHO, AND GERMER CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Germer Construction, Inc., P.O. Box 10003, Moscow, Idaho 83843 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" see Attachment 'A', CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Drawings, Specifications and Proposal, Attachment 'A', for: Seventh to Sixth Street Sanitary Replacement - 2021, City of Moscow Project No. 105-020; consisting of 125 pages;
2. Bid Proposal of CONTRACTOR, dated March 30, 2021, see Attachment 'B', which includes Performance and Payment Bonds, and Insurance Certificates, consisting of 7 pages; and
3. Change Orders, which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the General Conditions of Attachment 'A'.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents, contained herein under Article 1. for CITY project (hereinafter "Project") titled:

“Seventh to Sixth Street Sanitary Replacement Project - 2021”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before August 27, 2021, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Three Hundred Forty-Two Thousand Eight Hundred Twenty-Four and 50/100 (\$342,824.50), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Three Hundred Forty-Two Thousand Eight Hundred Twenty-Four and 50/100 (\$342,824.50), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signatures that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR

nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all work required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will, in any way, serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11.
EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section 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 other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12.
LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13.
JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**ARTICLE 14.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

CONTRACTOR:

Germer Construction, Inc.

PO Box 10003

Moscow, Idaho 83843

CITY:

City of Moscow

Engineering Division

206 East Third Street

P O Box 9203

Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

**ARTICLE 18.
EXECUTION**

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

Germer Construction, Inc.

CITY:

City of Moscow, Idaho

By: Dave Germer

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Dave Germer, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Germer Construction, Inc.

Notary Public for the State of _____
Residing at _____
My commission expires _____

Attachment A



**COMMUNITY PLANNING & DESIGN
ENGINEERING DIVISION**

DRAWINGS, SPECIFICATIONS, AND
PROPOSAL FOR:

**Seventh to Sixth Street Sanitary Replacement
Project - 2021**

CITY OF MOSCOW PROJECT NO. 105-020

CITY OF MOSCOW, IDAHO

**Community Planning and Design
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications, and Proposal

For

Seventh to Sixth Street Sanitary Replacement Project – 2021

CITY OF MOSCOW PROJECT NO. 105-020

**Original Signed By:
Brian Scott Bontrager**

**Date Original Signed:
04/16/2021
On File With:
City of Moscow
Engineering Division**

**CITY ENGINEER:
SCOTT BONTRAGER, P.E.**

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed and signed bids to be submitted to the business office of the Community Planning and Design Engineering Division at 221 East Second Street, Moscow, Idaho 83843, and clearly marked "Bid Enclosed – SEVENTH TO SIXTH STREET SANITARY REPLACEMENT PROJECT – 2021" until 3:00 p.m., prevailing local time, Friday, April 30, 2021, for the following project:

SEVENTH TO SIXTH STREET SANITARY REPLACEMENT PROJECT – 2021

At 3:15 p.m. on the same day, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, on the second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

This project consists of all necessary work to remove and replace sanitary and storm sewer mains located in the alley connecting sixth and seventh street between 113 East Sixth Street and 609 South Washington Street in Moscow, Idaho. This work consists of, but is not limited to, the replacement of three hundred and eighty-three (383) linear feet of sanitary pipe, two hundred and sixty-nine (269) linear feet of storm pipe, seven hundred and seven (707) square yards of asphalt, four (4) storm catch basins, a storm manhole, and a sanitary manhole. All work shall be completed as shown on the construction plans and herein described in these specifications.

Complete digital Plans and Specifications, may viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "Seventh to Sixth Street Sanitary Replacement Project - 2021"

Once on the Quest site, you may download the digital plan documents for a non-refundable fee of \$20.00. The Quest project number is 7759712. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT – All communication about this project, including addenda will only be issued via QuestCDN, and only to those firms listed on the Plan Holder's List.

The Contract Documents may also be examined at the City of Moscow Paul Mann Building (Engineering Division), 221 East Second Street, Moscow, ID 83843.

Questions should be directed to Kendra Ewing, City of Moscow Engineering Division, 221 East Second Street, Moscow, ID, via Email only at: kewing@ci.moscow.id.us

Any objections to the contents or terms of the Specifications shall be raised three (3) days prior to bid opening or it shall be deemed to have been waived.

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

Kendra Ewing, Deputy City Clerk

Publish Dates: April 17 & April 24, 2021

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for SEVENTH TO SIXTH STREET SANITARY REPLACEMENT - 2021, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, 221 East Second Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. he undersigned further agrees that CITY shall have the right to accept or reject any bid item deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number _____.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. _____			
b. _____			
c. _____			
d. _____			
e. _____			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for SEVENTH TO SIXTH STREET SANITARY REPLACEMENT PROJECT – 2021 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ _____	\$ _____
2A.	Remove / Dispose Bituminous Surface	707 SY	\$ _____	\$ _____
2B.	Remove / Dispose of 6" Clay Sanitary Pipe	383 LF	\$ _____	\$ _____
2C.	Remove / Dispose of 8" Concrete Storm Pipe	269 LF	\$ _____	\$ _____
2D.	Remove / Dispose of Catch Basin	4 EA	\$ _____	\$ _____
2E.	Remove / Dispose of Sanitary Manhole	1 EA	\$ _____	\$ _____
2F.	Remove / Dispose of Storm Manhole	1 EA	\$ _____	\$ _____
3.	8" PVC Sanitary Pipe (Class F Backfill)	383 LF	\$ _____	\$ _____
4.	8" PVC Storm Pipe (Class F Backfill)	269 LF	\$ _____	\$ _____
5.	Reconnect Existing Sewer Service	25 EA	\$ _____	\$ _____
6.	Storm Sewer Catch Basin	4 EA	\$ _____	\$ _____
7.	Sanitary Sewer Manhole (4' Diameter)	1 EA	\$ _____	\$ _____
8.	Storm Sewer Manhole (4' Diameter)	1 EA	\$ _____	\$ _____
9.	¾" (-) Crushed Rock Base	54 TON	\$ _____	\$ _____
10.	1 - ¾" (-) Crushed Rock Base	54 TON	\$ _____	\$ _____
11.	Hot Mix Asphalt Patching	121 TON	\$ _____	\$ _____
12.	Inlet Protection	3 EA	\$ _____	\$ _____
13.	Traffic Control	1 LS	\$ _____	\$ _____
14.	Bypass Pumping	1 LS	\$ _____	\$ _____
15.	Force Account	EST	\$ 17,000.00	\$ 17,000.00
			Bid Total	\$ _____

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2021

(DRAFT – DO NOT SUBMIT WITH BID)

**CONSTRUCTION AGREEMENT
FOR SEVENTH TO SIXTH STREET SANITARY REPLACEMENT PROJECT - 2021
BETWEEN CITY OF MOSCOW, IDAHO
AND _____**

THIS CONSTRUCTION AGREEMENT FOR SEVENTH TO SIXTH STREET SANITARY REPLACEMENT PROJECT - 2021 BETWEEN CITY OF MOSCOW, IDAHO AND _____ (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and _____ (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a Bid Proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: **SEVENTH TO SIXTH STREET SANITARY
REPLACEMENT PROJECT
City of Moscow Project No. 105-020**
3. Bid/Proposal of CONTRACTOR, dated _____, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Addenda issued prior to the opening of bids, to be physically attached to this Agreement;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

"SEVENTH TO SIXTH STREET SANITARY REPLACEMENT PROJECT - 2021"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before August 27, 2021, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of _____, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of _____ unless otherwise authorized by CITY in writing. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or Subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all Work required by the Contract Documents. All Work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its Subcontractors; or on account of or in consequence of any neglect in safeguarding the Project; or through use of unacceptable materials in constructing the Project; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Engineer and CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as

provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the Work under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Work hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its Subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section 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 other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**ARTICLE 14.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

Contractor:

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed hereunder.

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by the CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

ARTICLE 18. EXECUTION

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

ATTEST:

By:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for _____.

(seal)

Notary Public residing at: _____
My commission expires: _____

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

- A. It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedure in the installation of material and equipment and in the manufacture or delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material, equipment and labor necessary to complete said contract in accordance with all of its terms and conditions. All contracts shall be awarded subject to those instructions to bidders.
- B. The plans and specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not stated therein or shown. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein.

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

- A. Plans and Specifications are on file in the office of the City Engineer. Copies of same may be obtained electronically from www.questcdn.com for a non-refundable fee of \$20.00. Additional information relative to same may be obtained from the office of the City Engineer.

IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A. Bidders shall satisfy themselves by personal examination of the plans, specifications, and site of the proposed improvement, and by any other examinations and investigation which they may desire to make, as to the accuracy of the estimate of quantities, the nature of the soil, conditions of the project site, and difficulties to be encountered.

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

- A. Bids shall be prepared and submitted upon the "Proposal" form supplied by the Engineer. Each and every blank provided for in the "Proposal" shall be filled in with ink or typing. Proposals, which are incomplete or submitted on an unauthorized form, may be rejected as informal.
- B. After the date and hour set for the opening of the bids, no bidder may withdraw his/her proposal unless award of contract is delayed for a period exceeding the time limits described in IB-8, AWARD OF CONTRACT.
- C. If discrepancies exist between the Unit Prices and the Total Price or Bid Total amount, the CITY will use the Unit Prices and calculate a corrected Bid Total.

- D. The CITY reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the CITY.

IB-5. PROPOSAL GUARANTY

- A. Each proposal must be accompanied by cash, a certified check, bid bond, or cashier's check in an amount not less than five percent (5%) of the total amount bid. This guaranty or "Good faith token" will be held until the successful bidder has, within ten (10) days from the date of notification of award of contract, executed the contract and furnished approved separate performance and payment bonds, each in an amount equal to one hundred percent (100%) of the amount of the contract. There shall also be submitted with the surety bonds, evidence of public liability insurance coverage in amounts not less than those specified in the general specifications included herein.

IB-6. RETURN OF PROPOSAL GUARANTY

- A. Immediately after the bid prices have been compared, the Clerk will return the guaranties accompanying such proposals as in the CITY's judgment will not be considered in awarding the contract. All other proposal guaranties will be held until the contract and other legal requirements the successful bidder must execute, furnish and/or comply with, have been completed, after which they will be returned to the respective bidders whose proposals they accompany.

IB-7. QUALIFICATIONS OF BIDDER

- A. The CITY desires that this project shall be built by a contractor who is competent and adequately financed. The CITY may request the Bidder to submit a written statement to show experience in construction work of this character as an indication of qualification and business standing. If required, the Bidder may make his/her statement in such form as may seem appropriate; said statement shall be notarized.
- B. This public works project is not financed in whole or in part by federal-aid funds. Bid proposals will be accepted from those contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.
- C. The prime contractor shall submit with his/her proposal a list of the subcontractors and their license numbers.
- D. The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may, within a reasonable time, object to as incompetent or undesirable.

IB-8. AWARD OF CONTRACT

- A. The contract will not be awarded until the CITY is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The CITY may request and the bidder must provide the CITY with a current balance sheet and a list of tools owned by the bidder.
- B. Within thirty (30) days after the opening of the proposals the CITY will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the CITY's judgment, will serve the best interest of the CITY.
- C. The contract will not be awarded until the bidder has obtained an appropriate Idaho public works license from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

IB-9. FAILURE TO EXECUTE CONTRACT

- A. In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the Engineer of the award of contract, certified check, bank draft, money order or bid bond will be forfeited to the CITY as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the CITY, be awarded the contract.

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.
- C. In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the Engineer of the award of contract, the certified check, bank draft, money order or bid bond will be forfeited to the CITY as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned

to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the City, be awarded the contract.

IB-11. WAGE RATES

- A. Contractors are not required to pay prevailing wages on this Project. Prevailing wages no longer are required on Public Works projects in Idaho.

IB-12. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT

- A. The contractors, in consideration of securing the business of erecting or construction public works in this State, recognizing that the business in which he/she is engaged is of a transitory character, and that in the pursuit thereof, his/her property used therein may be without the State when taxes, excises, or license fees to which he/she is liable become payable, agrees:
1. To pay promptly when due all taxes, (other than real property), excises and license fees due to the State, its subdivisions, and municipal quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
 2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability, for the payment thereof exists, even though the same constitute liens upon his/her property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 3. That, in the event of his/her default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him/her hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

IB-13. PERFORMANCE PERIOD

- A. This work shall start no earlier than May 24, 2021 and shall be substantially completed no later than August 27, 2021. The work shall be completed within forty-five (45) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

- A. The bidder shall submit a proposal for all divisions, if applicable. Considerations of proposals for each division of work shall be made separately (i.e. one bidder may be awarded one division; another bidder may be awarded one of the other divisions).

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

- A. All bidders shall comply with Idaho Code Section 67-2310. **Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void.** Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.
- B. The name, address, Idaho Public Works License Number and bid amount for each subcontractor to be utilized on the project must appear on the bid. Every subcontractor intending to perform plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address, and Idaho Public Works License Number which allows it to perform such work, and bid amount for each of the following areas: plumbing work, heating and air conditioning work, electrical work. If a subcontractor intends to perform work in more than one of these specialties, such a subcontractor must list its name, address, Idaho Public Works License Number, and bid amount more than once (i.e., for each of the following subject areas: plumbing work, heating and air conditioning work, electrical work). It is helpful, but not mandatory, that each subcontractor includes its specialty construction category numbers, if any, with its submission of its Idaho Public Works License Number.
- C. Every contractor intending to perform its own plumbing work, and/or heating and air conditioning work, and/or electrical work, must include its name, address, and Idaho Public Works License Number which allow it to perform such work for each of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does not need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.
- D. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may within a reasonable time object to as incompetent or undesirable.

GENERAL CONDITIONS

GC-1. COMPLIANCE

- A. The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his/her surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.
- B. All work shall be completed in accordance with the specifications and plans established for this project.

GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Assistant Parks and Recreation Director	The City Parks & Facilities Manager of Moscow, Idaho, and/or engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned
Attorney	The City Attorney of Moscow, Idaho.
City	The City of Moscow, Latah County, Idaho ("CITY"), a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the CITY is to be considered the acts of the Council acting through the Mayor and Clerk.
City Engineer	The City Engineer of Moscow, Idaho, resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
Clerk	The duly appointed City Clerk of the City of Moscow, Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these

	specifications. The term also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of Moscow, Idaho.
Engineer	The Project Engineer, if such is designated by the Contract Documents.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the "Contractor" but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him/her such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him/her from responsibility for errors of any sort in shop drawings or schedules.
- D. The Contractor shall keep one (1) copy of all drawings and specifications on the work, in good order, available to the Engineer, CITY, and its representatives.

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

- A. No alteration or modification of the terms and conditions of the Contract Documents, except by written change order as provided herein, will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor, CITY, and the Engineer.

GC-5. INVESTIGATION BY BIDDERS

- A. The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine and investigate the entire bid prices submitted on their proposals. No bidder may, without the consent of CITY, withdraw his/her proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing his/her proposal.

GC-6. NON-DISCRIMINATION

- A. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or disability.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

- A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitted proposals hereunder must apply to the Engineer for the required information or explanation before the bids are submitted.
- B. The request for such explanation or interpretation shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the Engineer in writing and a copy will be filed in the office of the City Clerk. CITY will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold CITY or any person responsible for any error or omission that may have been made by the bidder.

GC-8. CONTRACTS

- A. Contract Form
 - 1. A copy of the construction agreement form is included in these documents.
- B. Execution of Agreement
 - 1. Within ten (10) days after receiving properly prepared Contract Documents from CITY, the successful bidder shall sign the Agreement. Work shall be started upon written notice to proceed from the Engineer.

C. Subcontracts

1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.
 - a. The Contractor shall bind every subcontractor to the following:
 - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
 - (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
 - (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.
 - b. The Contractor agrees:
 - (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
 - (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.

- (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him/her as the total amount certified to the Contractor is to the value of the work done by him/her.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

D. CITY's Right to Terminate Agreement - If the Contractor:

- 1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or
- 2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or

3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then CITY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. CITY may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an Agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.
11. Costs and charges incurred by CITY, together with the cost of completing the work under the Agreement, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, then the Contractor and its surety shall be liable and shall pay to CITY the amount of such excess.

E. Contractor's Right to Stop Work or Terminate Agreement:

1. If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him/her, or if the Engineer should fail to issue any certificate for payment within twenty-two (22) days after it is due, or if CITY should fail to pay to the Contractor within twenty-two (22) days of its maturity and presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to CITY and Engineer, stop work or terminate this Agreement or recover from CITY payment for all work

executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment:

1. The Contractor shall not assign this contract or sublet or subcontract any portion of it without the prior written consent of CITY nor shall the Contractor assign any moneys due or to become due to him/her hereunder, without the prior written consent of CITY. Any such assignment or sublet without such prior written consent shall be null and void and shall be a ground for termination for cause of this contract by CITY.

GC-9. QUANTITIES FURNISHED BIDDERS

- A. Unit Price Contract. The estimates of quantities are only approximate and are for the purpose of comparing bids. CITY reserves the right to increase or decrease individual items in such amount as may be in CITY'S sole judgment, to CITY'S best interests depending upon conditions encountered or observed during the Project. It shall be CONTRACTOR'S responsibility to satisfy itself as to the accuracy of the estimates. The Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal.

1. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:
 - i. If the total cost of a particular item of Unit Price Contract amounts to fifteen percent (15%) or more of the total Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Contract performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Bid Form; and
 - ii. If there is no corresponding adjustment with respect to any other item of Work; and
 - iii. If CONTRACTOR thinks that CONTRACTOR has incurred additional expense as a result thereof; or if the CITY thinks that the quantity variation entitles the CITY to an adjustment in the unit price, either the CITY or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of one hundred twenty-

five percent (125%) of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the CITY or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with the General Conditions.

Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of Unit Price Work performed by CONTRACTOR.

- B. **Lump Sum Contract.** The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be performed for such sums as the Engineer may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he/she deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons whom he/she has reasonable objection.

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.
- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

- A. CITY shall have the right to issue written change orders to Contractor within the general scope of the work without the consent of the Contractor and without notice to any surety of the Contractor. If for any reason extra work is ordered by CITY and the compensation for such extra work cannot be agreed upon in advance, such work will be paid for at the actual cost of the labor, materials, and field supervision required, with the addition of not to exceed a total of fifteen percent (15%) to cover general overhead and profit (including subcontractor's general overhead and profit), use of small tools, payment of insurance and medical aid, taxes, and all other costs in connection therewith. If a fixed sum or unit prices can be agreed upon for any extra work that may be ordered, such sum and prices, together with a description of the work, shall be made a part of the written order. Such orders will be prepared by the Engineer in triplicate, with one (1) copy to CITY, one (1) to the Contractor and one (1) retained by the Engineer.
- B. If during the progress of the work, the Contractor believes he/she is entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to CITY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, CITY may, at its discretion, reject the claim. CITY shall specifically reject claims of this nature that have been withheld by the Contractor for more than thirty (30) days.

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. CITY may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:

1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 3. Failure of the Contractor to make proper payments to a subcontractor;
 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:
1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon

request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.

2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty-one (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying CITY of his/her intention to cease

operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.
- B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.
- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.
- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11.

- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and Agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.
- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.
- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

GC-17. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED

- A. The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied CITY in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has

been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.

- B. The Contractor shall take out and maintain during the term of this Agreement, statutory worker's compensation insurance for all employees who will work on this Project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.
- D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.
- F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

- A. The Contractor shall furnish CITY a license or licenses for the use of any process or processes in connection with this Project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

- A. The Contractor shall be responsible for all work until its acceptance by CITY.
- B. The Contractor shall be responsible for all quality control including but not limited to tests and inspections; correction, removal of defective work.

1. Tests and Inspections

- a. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- b. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for CITY's and Engineer's acceptance of the Work at the site except: costs incurred in connection with tests or inspections as otherwise specifically provided in the Contract Documents.
- c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- d. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to City and Engineer.
- e. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- f. Uncovering Work as provided in paragraph e. above shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

GC-20. USE OF COMPLETED PORTION

- A. CITY reserves the right to use and occupy any portion of the improvement which has been completed sufficiently to permit use and/or occupancy, and such use and/or occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which CITY may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

GC-21. SIGNATURES

- A. A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the Agreement, the Agreement shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or Agreement is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the Agreement subject to the approval of the Attorney,

who may, at his/her discretion, require each and every member of the co-partnership to sign the Agreement.

GC-22. ORDERS TO BEGIN WORK

- A. The successful bidder shall not begin work until after the Agreement has been executed and the surety bond and insurance has been approved by the Attorney. The order for the Contractor to begin work shall be issued by the Engineer by a written "Notice to Proceed".

GC-23. ORDER OF WORK

- A. The Agreement period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.
- B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.
- C. The specific details of the order of work will be established by the Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Engineer. At this time the successful bidder shall present a written schedule for the entire Project, specifying the beginning and completion dates for each phase of work. Once approved by the Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability to the Engineer or CITY for Contractor's means, methods, sequences, techniques or site safety.

GC-24. EFFICIENCY OF OPERATION/LICENSING

- A. The work embraced in this Project shall be started at the earliest possible date after issuance of the Notice to Proceed, and shall be prosecuted regularly and without interruption thereafter, unless otherwise directed by the Engineer. The Contractor shall furnish work force and equipment sufficient to accomplish full completion of the work within the time specified in the proposal and Agreement. The Contractor shall at all times employ efficient and experienced workers. Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with law and/or regulation.

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:

1. Inform the Engineer in writing of such need; and
 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 et seq.
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.
- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

- A. The Contractor shall be responsible for the safety of his/her work, equipment, and materials until the finished project is accepted by CITY.

GC-27. GUARDS AND BARRICADES

- A. The Contractor shall erect and maintain such barricades, detour signs and warning lights as will effectively mark any hazards or detours and the Contractor shall be liable for any damage occasioned by his/her acts or negligence, or the acts or negligence of his/her employees, agents or subcontractors, and shall indemnify CITY and the Engineer against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices".

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

- A. Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the

signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Engineer and Streets Department. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-29. MAINTAINING POSTAL SERVICE

- A. Postal service shall be maintained in accordance with instructions of the U.S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office Department, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the Post Office Department.
- B. It will be the Contractor's responsibility to contact the U.S. Post Office Department for their requirements in maintenance of postal service and to follow those requirements.
- C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.
- D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-30. EMERGENCY WORK

- A. The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays unless such work is ordered in writing by the Engineer.

GC-31. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him/her shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in

the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.

2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event, CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

1. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. CITY shall give notice of observed defects with reasonable promptness.

C. Deductions for Uncorrected Work:

1. If the Engineer and CITY deem it inexpedient to correct work injured or done not in accordance with the Agreement, an equitable deduction from the Agreement price and/or extended warranty shall be made therefore.

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis of quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials of a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied

by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.

- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

- A. The Contractor shall, within ten (10) days after receipt of this notice to proceed, submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

GC-35. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.
- B. It is the Contractor's responsibility to notify "CALL BEFORE YOU DIG" at nationwide #811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- C. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of

construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.

- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

- A. The Contractor shall clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's work.

GC-37. CLEANUP

- A. The Contractor shall at all times during the work keep the premises clean and orderly. He/she shall promptly remove all waste materials and rubbish. All directions from the Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

GC-38. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT (https://tax.idaho.gov/forms/EFO00168_05-27-2020.pdf). Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make final payment to Contractor until a tax release (https://tax.idaho.gov/forms/EFO00234_05-27-2020.pdf) from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

- A. In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained

by any person, persons, or property on account of the operations of the Contractor or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his/her subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-40. JURISDICTION AND DISPUTE RESOLUTION

- A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.
- B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.
- C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:
 - 1. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 2. gives written notice to the other party of the intent to file an action in the Second Judicial District of the State of Idaho which court, the parties agree, is the court with jurisdiction to hear the dispute. The action must then be filed not later than sixty (60) days after substantial completion of the Project.

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:
- B. Those required by the Moscow City Code, such as:

Community Forestry Ordinance	§5-8-1 et seq.
Building Code	§7-1-1 et seq.
Plumbing Code	§7-1-2 et seq.
Electrical Code	§7-1-3 et seq.
Gas Code	§7-1-4 et seq.

Contractor Licensing Ordinance §7-16-1 et seq.

- C. Those required by the Idaho Code or other State Law.
- D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

- A. Contractor shall comply with all statutes and regulations regarding environmental matters, including, but not limited to, matters of health, safety, exposure, disposal, reporting, mitigation, etc.

GC-43. NO THIRD PARTY BENEFICIARIES

- A. No claim as a third party beneficiary under this Agreement by any person other than Contractor shall be made or shall be valid against CITY, and CITY shall not be liable for or be held to pay any money to such person.

GC-44. COMPLIANCE WITH GRANT CONDITIONS

- A. Contractor shall comply with all conditions of, and all laws applicable to, and all policies, practices and procedures of the City applicable to, any federal, state or local grant received by the City or Contractor at any time with respect to this contract or with respect to the provision, performance or completion of the work.

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

The scope of work for the project is as set forth in the project specific plans and specifications.

The intent of the contract is to provide for the construction and completion in every detail of the work described.

The City reserves the right to make, at any time during the progress of the work, such changes in quantities and such alterations in the scope of work as are necessary to satisfactorily complete the project and the Contractor shall perform the work as altered. Compensation for change in scope of work will be in accordance with the project specific contract documents.

Unless otherwise noted, all labor, materials, and equipment necessary for the execution and completion of the work shall be furnished by the Contractor.

ES-2. TRAFFIC CONTROL/R.O.W USE PERMITS

2.1 Traffic Control

- A. The Contractor shall obey all rules, laws, ordinances and regulations of all traffic regulatory authorities having jurisdiction regarding the closing or barricading of public streets. Work shall not begin until the proper permits have been acquired and all required traffic control devices are in place.
- B. Prior to commencement of work, the Contractor shall submit to the Engineer for review, Traffic Control Plan(s) created by an *ATSSA or ESC certified Traffic Control Supervisor*. The plan shall be consistent with requirements detailed in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and shall include identification of detour routes for pedestrians. All traffic control devices shall be MUTCD approved, and installed and maintained by *ATSSA or ESC certified Traffic Control Technicians*. In the event where flagging is required to control traffic flow around a work zone, all flaggers shall have a *current ATSSA or ESC flagging card*.

Traffic control plans for work within State of Idaho highway right-of-way must also be approved by the Idaho Transportation Department.

- C. The work shall be carried out so as to cause a minimum of dislocation of normal commercial pursuits. Traffic must be kept open on roads and/or streets where no detour is possible. The Contractor shall, in addition to other requirements contained herein, without further notification or other order, provide, erect, and maintain at all times during the progress or temporary suspension of the work, barricades,

fences, signs, flaggers, or other protection in accordance with the most current edition of the "Manual on Uniform Traffic Control Devices" and shall provide, keep, and maintain such danger lights, signals, and flaggers, as may be necessary or ordered by the Engineer and/or traffic regulatory authorities having jurisdiction to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected by signal lights which shall be suitably distributed across and along the roadway and which shall be kept burning from one hour before sunset until one hour after sunrise and at other times as vision is obscured by fog, smoke, or dust.

- D. The Contractor shall promptly reopen streets and driveways to the public after construction work requiring their closure is completed, and all safety issues have been resolved. Local traffic shall be provided access to private properties at all times, except during necessary stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of hot mix asphalt pavement, placing and curing of Portland cement pavement, and deep sewer excavation which prohibits safe travel of vehicular traffic. No private driveway may be closed except as provided here-in, or unless permission is given the Contractor by the owner of the property affected. Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times. The Contractor shall be solely responsible for any damages which may result from failure to provide such reasonable access.
- E. The Contractor shall take every precaution to protect pedestrian, bicycle and vehicular traffic. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions and safeguards, he/she shall do so immediately, and to whatever extent the Engineer directs at no additional cost to the City. Should the City Engineer deem it necessary to augment the traffic control devices and the Contractor be unresponsive or unwilling to do so, the Contractor will be charged the customary rental rate and force account charges for the required personnel to bring the site into compliance with the MUTCD.

2.2 Right of Way Use Permits

- A. All street and sidewalk closures require a City issued Street Closure Permit.
- B. Work within public right of way requires a City issued Right of Way use permit.
- C. Work within State of Idaho highway right-of-way requires an Idaho Transportation Department (ITD) permit. These permits must be obtained through the City; not directly from ITD.

2.3 Payment: Traffic Control

Traffic control will be paid for as incidental to other bid items if there is no specific bid item for traffic control included in the proposal; OR, as a lump sum amount if traffic control is included as

a separate pay item in the proposal. Lump Sum price for traffic control includes furnishing, installing and maintaining the required devices to comply with MUTCD requirements.

ES-3. MATERIALS

All materials shall be new, free of defects, manufactured in the USA, and shall be furnished and installed according to the manufacturer's specifications.

ES-4. REMOVALS AND DISPOSALS

The Contractor shall be responsible for all removals indicated on the Plans and in the Specifications, and as may be necessary to complete the work in accordance with the true intent and meaning of the drawings and the details.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed areas, or where removals are made, so that such adjacent work is left in the same state as their original condition. Such applications specifically shall apply to private driveways with the intent that all such driveways will be left with a smooth consistent and constant grade constructed of the same material and to the same specifications as originally used in constructing the driveway.

When salvageable material is to remain Contracting Agency property, the Specifications will identify the material and describe how the Contractor shall remove it and where it will be stored. Any material not named in the Specifications as Contracting Agency property will become the property of the Contractor and shall be removed from the project.

The Contractor may dispose of waste material in Contracting Agency-owned sites if the Specifications or the Engineer permits it. Otherwise, the Contractor shall arrange to dispose of waste at no expense to the Contracting Agency.

The Contractor shall acquire all permits and approvals required for the use of the disposal site. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

The Contractor shall provide the Engineer the location of all disposal sites to be used and also provide copies of the permits and approvals for such disposal sites before any waste is hauled off the project.

The Contractor shall protect, indemnify, and save harmless the Contracting Agency from any damages that may arise from the Contractor's activities in making these arrangements. Any action required to satisfy any permit and/or any approval requirements in a Contractor-provided disposal site shall be performed by the Contractor at no additional expense to the Contracting Agency.

Removals and disposals will be paid by lump sum or unit price:

The price shall include all costs incurred to remove and dispose of the items bid including labor and equipment and other incidental costs.

ES-5. EARTHWORK

5.1 Excavation

All excavation shall be unclassified, except that which is required for the installation of pipe (storm, sanitary, water, drain), which is classified as trench excavation.

This work shall consist of excavation and disposal of all material, not being removed under some other item, which is encountered within the limits of the work necessary for the construction in accordance with the Specifications and in reasonably close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer.

This work shall include all excavation performed under this item regardless of the material encountered.

This work shall include the removal and disposal of any structure or any miscellaneous obstructions which are visible or are indicated on the plans which encroach upon or otherwise obstruct the work and for which a separate bid is not taken.

This work shall also include the preparation of the subgrade when the subgrade is not on a fill section. Subgrade elevation shall be below the gravel base elevation of pavement as indicated on the plans, and shall conform to the crown of the finished pavement surface. All depressions or ruts containing water shall be drained, as arranged with the Engineer. The entire surface shall be bladed to remove inequalities and secure a uniform surface. Line and grade stakes will be provided once by the Engineer, or his/her representative. The Engineer, or his/her representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary. The subgrade shall be brought to a firm unyielding surface, true to line, grade, and cross section, by rolling and processing with equipment generally used for this purpose and acceptable to the Engineer. All soft, spongy, or yielding spots, which may be ordered to be removed by the Engineer, shall be entirely removed and replaced with geotextile and suitable rock material and thoroughly compacted to the satisfaction of the Engineer.

5.2 Structural Fill

This work shall consist of furnishing and placing selected material in one or more courses to form a stable roadbed in accordance with these specifications and in conformity with the Plans.

Structural fill (also 'Borrow' or 'Embankment') may consist of naturally occurring sand, sand gravel, sand and rock mixtures, decomposed granites, and native loess or clays. Sand and rock mixtures shall contain sufficient sand to fill the voids of the larger gravel and stone to permit the required compaction. All borrow must be obtained from designated or

approved sources. Structural fill shall be free of roots, bark, topsoils or other organic materials.

The surface upon which the structural fill is to be placed shall conform to the established lines and grades and shall be smooth and uniform, having been cleared of all vegetation, roots, stumps, topsoil, and foreign material.

The Contractor shall use necessary precautions in loading borrow to assure reasonable uniformity in grading.

Borrow shall be compacted with modern, efficient, compacting equipment satisfactory to the Engineer.

Embankment shall be placed in successive horizontal layers not exceeding eight (8) inches in loose thickness. All embankment shall be compacted to at least ninety-five (95) percent of the maximum density in accordance with AASHTO T-99. At all locations that are inaccessible to a roller, the embankment shall be brought up in horizontal layers and compacted thoroughly with mechanical tampers. The horizontal layers shall not exceed eight (8) inches in loose thickness. The compacting equipment may be of any type provided they are capable of compacting each lift of the material to the specified density.

5.3 Payment

The accepted quantities of EXCAVATION will be paid for by the per cubic yard unit price or by lump sum. The quantity of excavation, as listed on the proposal or measured in the field, shall be used to compute the final payment, exclusive of any extra work ordered by the Owner or his/her representatives, as provided under Section GC-11, Extra Work.

The accepted quantities of STRUCTURAL FILL will be paid for by per cubic yard unit price or by lump sum. The unit price per cubic yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the borrow as herein specified and as shown on the plans.

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

Geotextile shall be Type II, nonwoven or woven, as set forth in Section 718.07 – Subgrade Separation Geotextile Property Requirements of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.2 Construction Requirements

Geotextile shall be furnished and installed in accordance with Section 640 – Construction Geotextiles of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.3 Payment

Geotextile will be paid for on the basis of unit price, per square yard, furnished and installed.

ES-7. CRUSHED ROCK BASE

7.1 Description

This work shall consist of furnishing and placing one or more courses of aggregate on a prepared surface in accordance with these Specifications and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the Plans and/or established by the Engineer.

The Contractor shall make their own arrangements for obtaining crushed rock base material and shall designate the source of same in ample time to permit sampling and testing by the Engineer.

7.2 Aggregate

A. 3/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

B. 1-1/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90 – 100
1/2 inch	60 – 80
No. 4	35 – 60
No. 8	25 – 50
No. 30	10 – 30
No. 200	2 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

7.3 Test Methods

Tests shall be made in accordance with the following applicable standard methods:

Field determination of density of soil in-place and percent compaction.	Idaho T-74
Compaction standard for coarse granular materials by use of the vibratory spring-loaded compactor.	Idaho T-74
Moisture density relations using a 5.5 lb. rammer and 18-inch drop, method A or C.	AASHTO T-99
Nuclear method for the determination of percent compaction in place density and moisture content of soils and aggregates.	WAQTC TM7

7.4 Placing

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. Geotextile fabric shall then be placed upon the full width of the compacted subgrade. The geotextile fabric shall be as specified in Specification ES-6. Joints between sections of fabric shall overlap a minimum of 2 feet along longitudinal joints and a minimum of 6 feet at end joints.

If the required compacted depth of the base course exceeds 8.0 inches, the base shall be constructed in two or more layers of approximate equal thickness.

7.5 Mixing

Unless otherwise specified, the Contractor shall mix the base course by any one or a combination of the three methods specified below:

Stationary Plant Method. The aggregate and water shall be mixed in an approved mixer. Water shall be added during the mixing operation in an amount necessary to facilitate compaction. After mixing, the base material shall be placed on the roadbed by means of an approved aggregate spreader.

Travel Plant Method. After the material for each layer of base course has been placed through an aggregate spreader or windrow sizing device, the base shall be uniformly mixed by a traveling

mixing plant. During the mixing, water shall be added in an amount necessary to facilitate compacting.

Road Mix Method. After material for each layer of base course has been placed, the materials shall be mixed by motor graders or other approved equipment until the mixture is uniform throughout. During the mixing, water shall be added in an amount necessary to facilitate compaction.

7.6 Shaping and Compaction

After each layer has been spread it shall be compacted for its full width. The choice of compaction equipment will be left to the Contractor. Compaction shall continue until not less than 95% of the standard density is attained as determined by AASHTO T-99.

At the request of the Contractor, the Engineer, or his representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary.

All soft, spongy, or yielding spots, which may be ordered repaired by the Engineer, shall be repaired in accordance with Specification ES-8.

7.7 Payment

The accepted quantities of CRUSHED ROCK BASE will be paid for by the unit price per ton. The unit price per ton shall include all materials, labor, equipment and other costs incidental to furnishing and placing the crushed rock, as herein specified and as shown on the plans.

Weight slips, in duplicate form, shall accompany each load of crushed rock to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his/her representative, and one copy will remain with the truck driver, before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or his/her representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site, in order to assure the presence of the Engineer, or his/her representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-8. SOFT SPOT REPAIR

8.1 Materials

Geotextile shall be Type II, nonwoven or woven as per Specification ES-6. Crushed Rock Base shall be 1-1/4" (-) crushed basalt per Specification ES-7.

8.2 Construction Requirements

All soft spots in the subgrade shall be called to the attention of the Inspector prior to placing the geotextile fabric. The Inspector shall determine where additional excavation is necessary and instruct the Contractor on such over excavation.

All soft, spongy, pumping or yielding areas will be ordered by Engineer to be repaired as herein described:

1. Remove subgrade to a depth of one foot below design subgrade elevation.
2. Add Subgrade Separation Geotextile to the bottom of the excavated area. This layer of geotextile will be in addition to that required for the entire subgrade area.
3. Backfill the area with Crushed Rock Base (95% min. compaction) to subgrade design elevation.

Dispose of the excavated material per Specification ES-4.

The Contractor shall cooperate with the City in determining the areas that require Soft Spot Repair by furnishing a loaded dump truck and operator to roll over the entire subgrade area and, with the assistance of a City representative, locate and mark all soft spots.

8.3 Payment

SOFT SPOT REPAIR will be paid for on the basis of unit price, per square yard, complete, in-place; including excavation, base aggregate and geotextile.

The Engineer may determine that excavation in excess of the one-foot depth may be required to accomplish the repair; in such instance's compensation will be adjusted proportionately.

ES-9. WATERING

Bulk water furnished to contractors for the construction of City funded projects will be provided at NO cost to the contractor. Bulk water furnished to contractors for purposes other than the construction of City funded projects must be purchased from the City. All bulk water use by contractors will be metered and paid for under rates and fees established by the City's most current adopted fee schedule and pursuant to City Code.

ALL BULK WATER WILL BE FURNISHED IN ACCORDANCE WITH THE CITY OF MOSCOW'S 'BULK WATER USE POLICY'.

Contractors shall coordinate ALL water usage with the Moscow Water Department.

ES-10. WEIGHING

Weighing equipment for the weighing of crushed stone surfacing materials, bituminous construction, etc., shall consist of and conform to Section 109, of the latest edition, of the Idaho

Transportation Departments Standard Specifications for Highway Construction, and amendments thereto. In any event, the scales shall be tested and sealed, at the expense of the Contractor, as set forth in the Standard Specifications listed above. Weight slips in duplicate form shall accompany each load of crushed rock or asphalt to the construction site.

ES-11. CONCRETE

11.1 General

Portland cement concrete shall conform to Section 502 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, and as follows:

Portland cement concrete shall be composed of Portland cement, fine aggregate, coarse aggregate and water, proportioned and mixed in accordance with these specifications. Unless otherwise provided, the Portland cement concrete shall be Idaho Transportation Department Class 40B having a minimum unit compressive strength at 28 days age of 4,000 psi. Class 40B concrete shall have 6 sacks of cement per cubic yard of concrete and an air entrainment content of 6.5 percent, plus or minus 1.5 percent. The slump shall be a maximum of five (5) inches and shall not vary more than one (1) inch from the average.

11.2 Portland Cement

Portland cement shall conform to AASHTO M-85, Type I or II and shall contain no more than 0.60 percent total alkali. Type III can be used with prior approval of the Engineer.

Unless otherwise permitted, the product of only one mill or any one brand and type of Portland cement shall be used on any single pour.

11.3 Aggregates

Aggregates shall be reasonably free from wood, roots, bark, soft or disintegrated pieces, or other deleterious matter. Blend sand may be approved for use to correct deficiencies in the grading sizes, provided the combination meets the specification requirements for the class of material being produced.

Fine aggregate for concrete shall conform to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch	100
No. 4	95 – 100
No. 16	45 – 80
No. 50	10 – 30
No. 100	2 – 10
No. 200	0 – 4

Sand equivalent shall be a minimum of 70.
 Fineness modulus to be between 2.50 and 3.10 (AASHTO M-6).

The amount of deleterious substances shall not exceed the following limits:

	Percent by Weight Maximum
Clay lumps	1.0
Coal & lignite	1.0
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

Organic impurities shall not exceed those specified in AASHTO T-21. Mortar making properties shall conform to AASHTO T-71 or ASTM C87.

Coarse aggregate for concrete shall conform to the following gradations for coarse aggregate size No. 3:

Sieve Size	Percent Passing
1 1/2 inch	100
1 inch	95 – 100
1/2 inch	25 – 60
No. 4	0 – 10
No. 8	0 – 5

The amount of deleterious substances shall not exceed the following limits:

	Percent by Weight (Maximum)
Coal & lignite	1.0
Clay lumps	0.5
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

11.4 Water

Water for concrete shall be obtained from any source of potable water. Sources of non-potable water shall be approved before use.

11.5 Curing Compound

The curing compound shall be a liquid membrane-forming curing compound conforming to AASHTO M-148 Type I, with a fugitive dye and shall be applied to all finished concrete surfaces immediately after the concrete has set.

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

- A. Concrete shall be mixed and delivered by means of any of the following:
 - 1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)
 - 2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)
 - 3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)
 - 4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)
- B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.
- C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.
- D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50 or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.
- E. When a truck mixer is used for complete mixing each batch of concrete shall be mixed for not less than 70 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing, if any, shall be at agitating speed.

- F. When a truck mixer or agitator is used for transporting concrete that has been completely mixed in a stationary mixer, mixing during transport shall be at the agitating speed.
- G. Unless otherwise approved, when a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharged completely within 1-1/2 hours or before the drum has been revolved 300 revolutions, whichever comes first, after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, a time less than 1-1/2 hours may be directed. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. If additional mixing water is required to replace evaporated mixing water to maintain the specified slump and is added with the permission of the Engineer, a minimum of 20 revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete.

Tests for consistency may be made at approximately the beginning, the midpoint, and the end of the load. If the results vary by more than the tolerance specified below, the mixer or agitator shall not be used until the condition is corrected.

<u>When Average Slump is</u>	<u>Tolerance</u>
3 inches or less	1/2 inch
More than 3 inches	1 inch

- H. Central mixing concrete may be transported in suitable non-agitating equipment. The bodies of such equipment shall be smooth, watertight metal containers.

12.2 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed, unless otherwise approved by the Engineer, and in no instance shall concrete be re-tempered at a rate in excess of 1 gallon of water per 1 cubic yard of concrete remaining in the truck.

12.3 Placing Concrete

General. Concrete shall not be placed until forms have been checked and approved by the Engineer. The forms shall be clean of all debris before concrete is placed. Concrete shall be placed so as to avoid segregation of the materials and the displacement of the reinforcement. Care shall be taken to fill each part of the form by depositing the concrete as near the final position as possible. After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcement.

12.4 Cold Weather Concreting

Heating and Placing Concrete. Before any concrete is placed, all snow and frost shall be completely removed. Concreting operations shall meet the following requirements when the ambient temperature falls below 40 degrees F.

To achieve adequate curing, the temperature of the concrete shall be maintained above 50°F during the entire curing period or 7 days, whichever is greater. The concrete temperature shall not be allowed to fall below 35°F during this time. Prior to placing concrete in cold weather, the Contractor shall provide a written procedure for cold weather concreting to the Engineer. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below 35°F. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor's cold weather protection plan has been approved by the Engineer.

The Contractor shall furnish concrete that will have a temperature of at least 50 degrees F and not more than 80 degrees F at the time of placing. Heating equipment shall heat all the materials uniformly. Such heating shall prevent the occurrence of non-uniform moisture contents or contamination in the aggregates. Aggregates shall be heated in a manner such that frozen lumps, ice and snow are eliminated. The average temperature of an individual batch of aggregate shall not exceed 150 degrees F.

The Contractor is solely responsible for protecting concrete from inclement weather during the entire curing period. Permission given by the Engineer to place concrete during cold weather will in no way ensure acceptance of the Work by the Contracting Agency. Should the concrete placed under such conditions prove unsatisfactory in any way, the Engineer shall still have the right to reject the Work although the plan and the Work were carried out with the Engineer's permission.

12.5 Placing in Hot Weather

The temperature of the concrete shall not exceed 80 degrees F at the time of placement. When the combination of ambient air temperature, concrete temperature, humidity and wind is such that rapid evaporation of moisture from the concrete surface will take place, the Contractor shall take measures to slow the evaporation to tolerable limits. Such measures may include, but not limited to, erecting sun shades or placing at night or early morning. Ice may be used as a part of the mixing water providing it has completely melted by the time mixing is completed.

12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, he/she may declare the concrete defective and require the removal and replacement of that portion of the structure affected. All holes and depressions shall be cleaned, thoroughly wetted, and filled with cement mortar composed of one part of cement to two parts of sand. All fins caused by form joints and other projections shall be removed above ground line. The resulting surfaces shall be

reasonably smooth and uniform in texture and color. After the concrete is placed, it shall be struck off with a template or a vibrating screen. Concrete shall be finished to an even surface by means of both longitudinal and transverse floats. The use of power trowels will not be permitted.

When concrete sidewalk has hardened sufficiently the surface shall be given a broom finish. The broom shall be of an approved type. The stroke shall be perpendicular to the centerline with adjacent strokes, slightly overlapped. The finish shall be free from porous spots, irregularities, depressions, small pockets or rough spots.

12.7 Curing Concrete

Concrete surfaces shall be kept completely and continuously moist until a curing method is applied. Curing compound shall not be applied to concrete surfaces before the finishing has been acceptably completed and shall not be applied to construction joints or to the inside faces of joints to be sealed with silicone joint sealer. The curing compound shall not be applied during rainfall.

Prior to completion of the curing period, if any membrane surface is marred or damaged by scuffing and wear, the Engineer may require an immediate application of the same type membrane or water cure for the remainder of the cure period.

Membrane forming curing compounds shall be thoroughly mixed before use and agitated during application to prevent settling of the suspended solids. The membrane must be uniformly applied.

Membrane forming curing compounds shall be applied to the finished concrete immediately after the bleed water or free-water sheen leaves the surface of the finished concrete surface.

The curing compound shall be a liquid membrane curing compound conforming to AASHTO M-148 Type I. Curing compound shall be applied under pressure, at the rate of application as directed, and shall be at least 1 gallon per 200 square feet for each application. All concrete cured by this method shall receive two applications of the curing compound for a total minimum coverage of 1 gallon per 100 square feet. The first coat shall be applied immediately after stripping the forms and/or acceptance of the concrete finish. If the surface under the forms has dried the concrete shall be thoroughly wet with water and the curing compound applied just as the surface film of water disappears. The second application shall be applied after the first application has set. During curing operations all unsprayed exposed surfaces shall be kept wet with water.

Should the film become damaged from any cause, within 10 days, the damaged portion shall be repaired immediately with additional compound.

If this curing compound is applied to construction joints, it shall be removed by sandblasting before fresh concrete is placed against them.

All membrane forming curing compounds shall be accompanied by a Manufacturer's Certificate of Compliance and shall be approved by the Engineer, prior to its use.

12.8 Correction of Work After Completion of Construction – Two Year Warranty

The contractor/person installing the concrete shall be responsible for faulty and/or non-conforming materials or workmanship for a period of two (2) years from the date of the initial installation; he/she shall remedy any defects due thereto. The City shall give notice of observed defects with reasonable promptness.

Surface scaling (or spalling) of the new concrete surface will be the fundamental consideration for determining non-conforming workmanship and materials requiring remediation. Scaled surfaces exceeding 5% (randomly dispersed or concentrated) per twenty (20) square feet of concrete surfacing area will be considered defective and shall be replaced. Manner and method as well as configuration of the area requiring replacement will be as directed and approved by the City Engineer. All replacement of concrete shall be as per City standards and at the Contractor's expense.

ES-13. CONCRETE CURB

13.1 General

All concrete curb shall conform to the City of Moscow Standard Drawings, the Plans, and Specifications. Concrete for curbs shall conform to the requirements of ES-11 and ES-12 of these specifications.

13.2 Forms

Curb forms shall be set to line and grade as designated; securely staked, and so constructed as to result in finished lines true to the dimensions and shapes shown on the plans.

Forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing while placing concrete. Where a section must be constructed on a curve, straight lengths of the section shall be short enough that the middle ordinate to the curve, from the face of that section, does not exceed one-half (1/2) inch or the section shall be continuously curved.

13.3 Joints

Expansion joints (or thru joints) shall be provided at intervals of forty-eight (48) feet throughout the length of the curb and at the junction of straight curb and radii and at either end of a driveway or alley section. Pre-formed joint fillers of one-half (1/2) inch or three-eighths (3/8) inch thickness will be placed in expansion joints.

Contraction joints (or "Dummy Joints") shall be constructed every sixteen (16) feet. These joints shall be 1/8-inch minimum thickness and constructed to a minimum depth of 1-1/2 inches by scoring with a tool which will leave the corners rounded and destroy aggregate interlock.

13.4 Construction Requirements

- A. **Dimensions.** All curbs, unless otherwise specified, shall be in accordance with dimensions conforming to one of the types shown on City of Moscow Standard Drawings as specified by the approved project plans.
- B. **Consistency.** All Class A curb (cast in place) shall be of good plastic consistency and shall have a slump of three (3) inches and shall be tested by the Engineer according to the provisions of AASHTO T-119.

All Class C curb (extruded) shall meet the requirements for Class A curb, except for the amount of slump which may vary according to the conditions of the concrete mix and the extrusion equipment used. Under no circumstances however, shall the finished curb vary more than one-half (1/2) inch from the design elevation, and not more than ten (10) percent from the dimensions shown in the City of Moscow Standard Drawings and Specifications. Class C curbs will not require expansion joints.

13.5 Finishing

While the concrete is still green, the top and front face, or other exposed portions of the curb, shall be troweled to produce a uniform even surface then given a fine brush finish with brush strokes parallel to the long axis of the curb. Form marks and other irregularities shall be removed. The edges of the curb shall be rounded with an edger. Honeycombed areas in the back of the curb, that in the opinion of the Engineer are not detrimental to the curb, need not be patched.

13.6 Curing

Immediately after finishing, the concrete shall be cured in accordance with the requirements of ES-12.7.

13.7 Backfilling

All curb shall be backfilled as described herein. If sidewalk or concrete pavers are to be constructed behind the curb, all backfill material shall be 3/4" minus crushed aggregate. If the area behind the curb is to be lawn or planted area, the top 16 inches shall be topsoil. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

13.8 Payment

The accepted quantities of curb will be paid for by the unit price per linear foot. Compacted aggregate base under the curb and curb and gutter pan at catch basin locations will be considered incidental to the unit price for the curb. The unit price per linear foot shall include all materials, labor, equipment and other costs incidental to constructing concrete curb as herein specified and as shown on the Plans and special drawings.

ES-14. CONCRETE SIDEWALK

14.1 General

All concrete sidewalk, including driveways, shall conform to the City of Moscow Standard Drawings, Contract Plans, and Specifications. Concrete for sidewalks shall conform to the requirements of ES-11 and ES-12 of these specifications.

14.2 Gravel Base

Sidewalk shall be constructed on a compacted base of (3/4) inch minus crushed rock; base aggregate shall be placed on compacted, non-pumping subgrade. The crushed rock shall have the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

The total thickness of the gravel base shall be at least six (6) inches, compacted, in-place.

The gravel base shall be graded, rolled, tamped, or otherwise compacted to ninety-five (95) percent of the maximum density determined in accordance with AASHTO T-99.

The gravel base shall be thoroughly sprinkled with water before the concrete is placed.

All cost for furnishing and placing gravel base for sidewalks shall be included in the unit price bid on the bid proposal form for constructing concrete sidewalks. No additional compensation will be made for this gravel base.

14.3 Construction requirements

- A. Dimensions. Sidewalk width, thickness, and reinforcement shall be as shown on the City of Moscow Standard Drawings.

Sidewalk shall have a cross slope of between 1% and 2%, unless otherwise approved by the Engineer.

- B. Forms. Side forms shall be rigid and shall bear full length on the compacted gravel base and shall be the full depth of the finished walk. Forms shall be well staked, braced or otherwise rigidly held to true line and grade and shall rest upon stakes driven into the ground at intervals sufficient to provide rigid support. If metal forms are used they shall be of a type satisfactory to the Engineer.

- C. **Placing and Finishing Concrete.** SLUMP SHALL NOT EXCEED FIVE (5) INCHES. The concrete shall be spread uniformly between the forms and thoroughly consolidated and leveled with an approved strike board. Expansion joints of premolded joint material one-half (1/2) inch thick or three-eighths (3/8) inch thick may be constructed through the sidewalk at intervals of twenty (20) feet. Expansion joints may also be located where new sidewalk meets existing concrete, unless otherwise approved by the Engineer. Where applicable, joints in sidewalks and curb shall coincide.

After the concrete has been thoroughly consolidated and leveled it shall be bull floated to eliminate high and low spots and to embed large aggregate. The concrete shall then be allowed to harden properly before jointing, edging, and brooming is completed.

Contraction joints shall be tooled into the concrete every four feet for four-foot-wide sidewalk and five feet for five-foot-wide sidewalk, shall be 3/8 inch minimum in depth, and shall be perpendicular to the direction of the walk. All joints shall then be edged with a 3/8-inch radius edger and the sidewalk edges shall be tooled with a one-half (1/2) inch radius edger.

After edging and jointing has been completed the concrete shall be smoothed with wood or metal hand floats. The floated surface shall then be coarse broomed uniformly in a transverse direction with a fiber hair brush or an approved type.

The placing and furnishing of all sidewalk shall be performed under the control of the Engineer, or his/her representative, and the tools shall meet with his/her approval.

The contractor shall keep a person at the job site for a minimum of four hours following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete. Concrete left unattended, if damaged or defaced shall be replaced at contractor expense.

- D. **Curing.** Curing shall be performed by applying a sealing compound conforming to AASHTO M-148 Type I to the surface of the concrete immediately after it has set sufficiently to permit such application. Curing shall conform to Section ES-12.7.
- E. **Backfill.** After removal of the forms, the area behind the sidewalks shall be backfilled and compacted with at least sixteen (16) inches of topsoil level with the sidewalk and curb. Less than 16 inches of topsoil may be approved where new sidewalk is being constructed along older streets. The topsoil shall be raked or otherwise leveled, taking care to break up large dirt clods and remove large stones. All denuded areas shall be fertilized, resown with grass seed and covered with mulch as specified in Sections ES-27, ES-28.

14.4 Payment

The accepted quantities of concrete sidewalk will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment, and other costs

incidental to construction of concrete sidewalk, including aggregate base, as herein specified and as shown on the Plans and special drawings.

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

The Hot Mix Asphalt (HMA) pavement shall be placed in lifts to the thickness as specified on the Contract Plans and as required by the Standard Construction Drawings.

PAVEMENT THICKNESS SPECIFIED BY CITY OF MOSCOW DOCUMENTS (STANDARD DRAWINGS, STANDARD SPECIFICATIONS ETC.) SHALL MEAN THE FULLY COMPACTED, IN-PLACE DEPTH.

The materials of which the asphaltic concrete is composed shall be of such sizes and grading that, when proportioned and mixed together, they will produce a uniformly graded mixture, which when tested by means of laboratory screens, will conform to the requirements in the following table. The percentages of refer to the completed HMA mixture. All percentages shall be computed on the basis of weight. Screens and sieves used for determining the percentages of the different sizes of aggregate shall have square openings.

3/4" Superpave HMA Pavement CL SP-2 (Base Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	90 – 100
1/2 inch	90 max
3/8 inch	52 – 80
No. 8	23 – 49
No. 200	2.0 – 8.0

1/2" Superpave HMA Pavement CL SP-2 (Surface Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4 inch	100
1/2 inch	90 – 100
3/8 inch	90 max
No. 8	28 – 58
No. 200	2.0 – 10.0

Superpave hot mix asphalt paving shall conform to the requirements, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Paving asphaltic cement used will be PG58-22 or PG58-28, or an approved equal, and shall conform to the specifications, of the latest edition, of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and amendments thereto.

Section 405, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto, shall apply as to the items of "Weather Limitations, Hauling Equipment, Pavers, Rollers, Mixing Plant, Spreading and Finishing, Joints, Rolling, Surface Smoothness."

A Hveem or Superpave Mix Design shall be submitted with associated "Job Mix Formula" (JMF) for approval, if required by the City Engineer.

15.2 Rolling and Compaction

Rolling and compaction of the asphaltic concrete mat shall be done in accordance, with the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

Compaction shall be achieved, as per Section 810, of the latest edition of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

The cost of the rolling and compaction shall be included in the price of furnishing and placing Superpave hot mix asphalt pavement.

15.3 Tack Coat

Tack coat shall be applied at all edges where the new asphaltic surface joins the existing pavement and shall be applied in accordance with Section 401, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

15.4 Payment

The accepted quantities of Superpave hot mix asphalt pavement will be paid for by the unit price per ton or per square yard. The unit price shall include all materials, labor, equipment, and other costs incidental to furnishing and placing the Superpave hot mix asphalt pavement herein specified and as shown on the plans.

Weight slips in duplicate form shall accompany each load of Superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his/her representative, and one copy will remain with the truck driver before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer,

or his/her representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive on the job site in order to assure the presence of the Engineer, or his/her representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

Portland cement concrete shall conform to Section ES-11, of these Specifications except as modified by the following sections and subsections.

16.2 Aggregates

Aggregates shall possess such characteristics of shape and size that concrete, prepared from a mixture of fine and coarse material in the proportions specified, will be of satisfactory workability in the opinion of the Engineer. Regardless of compliance with all other provisions of these specifications, if the concrete is not of a workable character or when finished does not exhibit a proper surface, either the fine or the coarse aggregate or both shall be rejected or altered as required by the Engineer.

- A. Fine aggregate shall consist of sand or other inert materials, or combinations thereof approved by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be thoroughly washed to remove clay, loam, alkali, organic matter or other deleterious matter.

Fine aggregate with more than the maximum percentage passing any sieve may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor. Under no circumstances shall the fine aggregate, which has a grading finer than that permitted under Section 703, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, be used in paving concrete.

Fine aggregate shall develop in the mortar strength test, at an age of 7 days, a compressive strength of not less than ninety (90) percent of the strength of a mortar prepared with the same cement (AASHTO T-71 or ASTM C-87).

- B. Coarse aggregate shall consist of gravel, crushed stone or other inert material or combinations, thereof approved by the Engineer, having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be thoroughly washed to remove clay, loam, bark, sticks, alkali, organic matter, or other deleterious material.

Coarse aggregate containing more than the maximum percentage passing any screen may be accepted provided the mix proportions are adjusted to produce concrete having the same

net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor.

Coarse aggregate shall not be used, under any circumstances in paving concrete, when the amount by weight passing the screens exceeds the following:

3/4" square opening.....	70%
3/8" square opening.....	30%

- C. Properties of concrete aggregate shall be determined in accordance with the following methods of test:
1. Amount of Material Finer than No. 200 Sieve in Aggregates: ASTM Designation C-117.
 2. Organic Impurities: AASHTO T-113.
 3. Flexural Strength of Concrete: AASHTO T-104.
 4. Percentage of Particles of Less than 1.95 Specific Gravity: AASHTO T-150.
 5. Clay Lumps in Aggregates: AASHTO T-112.
 6. Abrasion of Coarse Aggregate by Use of the Los Angeles Machine; AASHTO T-96.

16.3 Curing and Protection

- A. Curing and protection shall conform to the specifications of Section 703, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.4 Joint Fillers and Sealants

- A. Joint fillers and sealants shall conform to the specifications of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.5 Air-Entrained Concrete

Air-entrained concrete shall be used, as per ES-11, unless otherwise provided for in the Special Provisions. Either air-entrained Portland cement or an air-entraining admixture shall be added at the mixer.

The volume of air in freshly mixed concrete shall conform to that specified in the table which follows:

AIR CONTENT OF FRESHLY MIXED CONCRETE

Maximum Size of Coarse Aggregate (Inches)	Air Content (Percent by Volume)
--	------------------------------------

1-1/2, 2, and 3	5 ± 1
3/4 and 1	6 ± 1
3/8 and 1/2	$7-1/2 \pm 1$

If the measured air content is found above or below the values contained in the table, the Contractor shall immediately make changes in mixing or materials as will be necessary to comply with the requirements for air content.

If an air-entraining agent is used, it shall be introduced at the nominal rate of one fluid ounce per sack of cement, but the rate shall be varied if necessary to comply with the requirements for air content.

An automatic dispenser accurate to 10%, which will introduce into the mixing water the specified amount of air-entraining agent for each cycle of mixing, shall be connected to the mixer.

Aggregates shall be adjusted to compensate for increased yield resulting from air-entrainment so that the specified amount of cement is contained in each cubic yard of concrete. Adjustment shall be made by decreasing the weight of fine aggregates only, unless otherwise directed by the Engineer.

Other Admixtures: Calcium chloride or any other admixture for any purpose other than air-entrainment may be added only upon the approval of the Engineer and under his/her supervision.

16.6 Reinforcing Steel

Reinforcing steel shall consist of round or square deformed bars or wire mesh. Square twisted bars shall not be used.

- A. Deformed steel bars for concrete reinforcement sizes No. 3 through 11 shall conform to the requirements of ASTM A-615M, Billet Steel Bars for Concrete Reinforcement, Grade 60, except as noted on the plans and except that the bars shall be made only by the open-hearth process or the electric furnace process.

The form of the deformed bars shall conform to ASTM A-706M, Minimum Requirements for Deformations of Deformed Steel Bars for Concrete Reinforcement.

Deformed bars size No. 14 and size No. 18 for concrete reinforcement shall conform to the requirements of ASTM A-615M, Special Large Size Deformed Billet Steel Bars for Concrete Reinforcement Intermediate Grade.

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.

- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

16.7 Measurement of Materials

The fine aggregate and each size of coarse aggregate shall be measured by weighing. Corrections shall be made for variations in weight of material due to moisture content and specific gravity. The quantities of aggregates used in each batch shall be such that the cement can be measured in full sacks unless it is weighted in bulk.

Fine and coarse aggregate shall be proportioned by weight, except that if the project is small, then volumetric proportioning may be used with permission of the Engineer. In proportioning, the unit of measure for cement will be by the sack, ninety-four (94) pounds.

Weights of fine and coarse aggregate are based on a bulk specific gravity, saturated surface dry, of 2.67. When volume measurements are used, one cubic foot of sand shall be taken as equivalent to 100 pounds of sand and one cubic foot of gravel shall be taken as equivalent to 105 pounds of gravel. Corrections must be made for contained moisture in the aggregates and variations in specific gravity.

Concrete mixes shall be proportioned to the satisfaction of the Engineer. The proportion of aggregate may be altered to give better workability only upon written approval of the Engineer.

16.8 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed.

16.9 Construction of Portland Cement Concrete Pavement

Construction of Portland cement concrete pavement shall conform to the requirements of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Concrete pavement batches shall meet the requirements of Section 703, of these Standard Specifications.

Concrete batch proportions shall be approved by the Engineer and any subsequent changes to the approved batch must be made in writing by the Engineer.

16.10 Payment

The accepted quantities of Portland cement concrete pavement will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the Portland cement concrete pavement herein specified and as shown on the plans.

Batch slips in triplicate form shall accompany each load of concrete for pavement delivered to the construction site. Upon delivery of the material, one copy of the batch slips will be given to the Engineer, or his/her representative, and one to the Contractor. Delivery of concrete shall mean discharged from the mixer truck and all water added to the mix shall be added to the batch slip. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site in order to assure the presence of the Engineer, or his/her representative, at the job site during material delivery. The batch slips may be used for the determination of cross section conformity.

1. All catch basins shall be separated from the pavement and curb by boxing out around basin. Expansion joint material shall extend completely through curb and slab. Manhole castings within the pavement limits shall be boxed in like manner except when telescoping type castings are used.
2. When a joint falls within 5 feet of, or contacts, basins, manholes or other structures, shorten one or more panels either side of opening to permit joint to fall on round structures and at or between corners of rectangular structures.
3. All transverse joints must extend through curbs and must be continuous across pavement, except tied transverse construction joints. Expansion joints will not be required except at structures or as shown on the plans.
4. Transverse sawed joints to be a + 15' o.c. as shown on drawings. Joints at 60' to be sawed the same day as placement. Intermittent joints at 15' to be sawed next day after placement. Longitudinal joints shall be sawed prior to permitting traffic on the pavement.

ES-17. ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES

Gate valve boxes, catch basins, catch inlets, monument casings, and manholes shall be adjusted to the grade, as established by the Engineer. Valve boxes, casings, rings and covers shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations in order not to damage the structures, equipment or water mains. Any damage occurring to the manholes, catch basins, gate valves, monuments, water meters or water mains, due to the contractor's operation, shall be repaired at the contractor's expense. Any masonry adjustment shall be made by using pre-cast risers, bricks, concrete blocks or poured concrete, or HDPE Cretex Pro-Ring or City Approved Equal.

The Contractor shall notify the appropriate utility company, in advance, if gas valve boxes need to be adjusted, so the utility company personnel can do so, in a timely manner.

The Contractor shall notify the City Water Department, in advance, if water meter boxes need to be adjusted, so the Water Department personnel can do so, in a timely manner.

Location of valve boxes, catch basins and manholes on the plans is approximate only. They will be accurately located and referenced by the Engineer, or his/her representative, whenever possible. Manhole lids and catch basin and monument covers and valve box lids shall, preferably, be set to grade following the final application of asphaltic concrete. During paving operations, tops of manholes, monuments, catch basins and valve box lids shall be covered with building paper, diesel oil, or other suitable material to prevent sticking of asphalt to the metal lids.

Where excavation is necessary to adjust the grade of manholes, catch basins, monuments, or valve boxes, the backfill shall be carefully placed and tamped by hand.

Payment for adjustment of manholes, catch basins, gate valves, and monuments will be made according to the unit price for each unit adjusted:

The unit price bid shall include all costs incurred in furnishing materials and labor necessary to adjust the particular units to grade.

ES-18. MANHOLES AND CATCH BASINS

18.1 General

Catch basins, catch inlets, and manholes shall be precast reinforced concrete units, furnished and installed in accordance with the project plans, these Standard Specifications, and the Standard Drawings.

Completed catch basins and manholes including ring shall be capable of withstanding, with a reasonable margin of safety, a concentrated load of 20,000 pounds.

Backfill shall be placed in horizontal layers no more than 6 inches thick with each layer compacted to 95 percent of the maximum density or as approved by the Engineer.

18.2 Precast Reinforced Concrete Manholes, Catch Basins, and Catch Inlets

Precast reinforced manholes, catch basins, and catch inlets sections shall conform to AASHTO M-199, ASTM C-478 and ASTM C-433 and as shown on the Standard Construction Drawings.

- A. **Base Sections.** Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.
- B. **Joints.** All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.

- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

Rings and lids shall be cast iron and shall conform to the Standard Drawings. Castings shall conform to the requirements of ASTM A-48 Class 138 and shall be free of porosity shrink cavities, cold shuts or cracks, or any surface defects which would impair serviceability.

18.4 Sanitary Sewer Manholes

- A. General. Sanitary sewer manholes shall be constructed according to Plans, Standard Drawings and Specifications. All sanitary manholes shall be constructed of precast reinforced concrete sections.

The Contractor may construct a channel through the manhole by either running sewer pipe through the bottom of the manhole, pouring concrete around the pipe and breaking out the upper half of the pipe; or by pouring concrete in the bottom of the manhole and forming a channel through the manhole by hand.

- B. Basis of Payment. Sanitary sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all cost incurred in furnishing materials, labor, excavation, installing the manholes in place including the asphaltic coating on the outside of the manhole and the manhole rings and lids, and backfilling.

- C. Water tightness

1. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WATERTIGHT. All visible leaks (infiltrating subsurface water) shall be sealed; sealing shall be accomplished by a manner and method, in the opinion of the Engineer, that constitutes permanency. Leaks that cannot be sealed by Contractor shall be sealed either by the pressure grouting method (injected chemical sealants) or the interior surface coating method, utilizing a firm specializing in such services, at the Contractor's expense. Less than four minor drips in a single manhole will be considered negligible and will not require sealing.
2. Hydrostatic Testing.

- a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
- b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.
- c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

- A. General. Storm sewer manholes shall be constructed according to the Plans, Standard Drawings and Specifications. Storm sewer manholes shall be precast reinforced concrete, unless otherwise approved by the Engineer.

All pipe extending into catch basins shall be trimmed within 1"-2" of the inside wall surfaces and shall be neatly grouted inside and out and watertight.

- B. Basis of Payment. Storm sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all costs incurred in furnishing materials, labor, excavation, installing manholes in place including the manhole rings and lids, and backfilling.

18.6 Catch Basins and Catch Inlets

- A. General. Catch basins and catch inlets shall be constructed according to the Plans, Standard Drawings and specifications. Catch basins shall be precast reinforced concrete per WSDOT TYPE 1, catch inlets shall be WSDOT CONCRETE INLET - unless otherwise approved by the Engineer.

All pipe extending into basins and inlets shall be trimmed within 1"-2" of the inside wall surfaces shall be neatly grouted inside and out and watertight

Lids, grates, and risers shall be centered over the basin or inlet; unless specifically allowed otherwise.

- B. Payment. Catch basins will be paid for by the unit price per each.

The unit price shall include all cost incurred in furnishing materials, labor, excavation, installing catch basins in place including the catch basin rings and lids, and backfilling.

18.7 Risers

- A. Risers for height adjustment shall be as per WSDOT's standard for the precast unit being furnished.

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

This section covers the work necessary for the trench excavation and backfill above the pipe zone. Pipe zone backfill is included under the specification for the pipe.

19.2 Type of Backfill

The class of backfill to be used above the pipe zone shall be as set forth on the Plans or as given in the project Special Provisions and if not specifically set forth in project documents then as required by the "use" description given herein. The right is reserved to modify the use, location, and quantities of the various types of backfill, during construction, as the Engineer considers being in the best interest of the Owner.

Trench backfill, above the pipe zone, shall be as follows:

1. Class A Backfill. Use in landscaping and agricultural type areas where lawn sod, shrubs, topsoil, fences, and other landscape items are either being replaced or are anticipated.
2. Class B Backfill. Use within existing or proposed gravel parking lots – not within gravel streets or alleys.
3. Class C Backfill. Use in areas where asphalt pavement, concrete, curb, sidewalk, gravel surfacing, landscaping and agricultural use is not anticipated, present or future.
4. Class D Backfill. Use in existing gravel streets and alleys, existing gravel roadway shoulders and in areas where asphalt pavement, concrete, curb, and sidewalk is existing or anticipated in the future.
5. Class E Backfill. Use in lieu of Class D Backfill in new streets when specifically allowed by the City Engineer.
6. Class F Backfill. Use within and immediately adjacent to existing asphalt paved streets, alleys, driveways, and parking lots.

19.3 Excavation and Backfill for Fire Hydrants

Excavation and backfill for fire hydrants shall be included in the unit price payment for Fire Hydrants (See ES-22).

19.4 Trench Excavation

Trench excavation shall be classified as common excavation or rock excavation and shall include whatever materials are encountered to the depths as shown or as directed by the Engineer.

Common Excavation. Common excavation is defined as the removal of all material which is not classified as rock excavation.

Rock Excavation. Rock excavation shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said Specifications is available at the office of the City Engineer.

19.5 Materials

- A. **Foundation Stabilization.** Materials for foundation stabilization shall be 3/4 inch minus crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.
- B. **Granular Material.** Granular backfill shall be 3/4 inch minus crushed basalt conforming to ES-7.
- C. **Imported Topsoil.** Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job, at his/her own expense, and in a manner satisfactory to the Owner.
- D. **Compaction Equipment.** Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

19.6 Workmanship

- A. **Clearing.** Do not remove existing trees or tree limbs over 2 inches in diameter, whether on public or private property, unless they are within 4 feet of the pipe centerline without permission from the Engineer. All such work shall conform to the City's Community Forestry ordinance. The Contractor shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from clearing operations. Material shall be disposed of in such a manner as to meet all requirements of state, county and local regulations regarding health, safety and public welfare.
- B. **Obstructions.** This term refers to obstructions which may be removed and do not require replacement. Obstructions within the trench area or adjacent thereto such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, rubbish and debris of all

types shall be removed without additional compensation from the Owner. The Engineer will, if requested, make changes in the trench alignment to avoid major obstructions; if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility.

The contract amount will be adjusted accordingly for any cost changes resulting from such alignment modifications.

Dispose of obstructions removed from the excavation in accordance with section ES-4.

- C. **Utility Repairs.** Any and all underground utility damaged in any way during trench excavation shall be repaired and properly backfilled, by the Contractor, at no cost to the City. The repair shall be as approved by the City – NO EXCEPTIONS.
- D. **Removal and Replacement of Topsoil.** In all cases where trenches cross lawns, garden areas, pasture lands, cultivated fields, or other areas on which reasonable topsoil conditions exist; first remove the topsoil for a depth of 10 inches for the full width of the trench to be excavated. Stockpile this topsoil to one side of the right-of-way and do not mix with the remaining excavated material. Replace the topsoil in the top 10 inches of the backfilled trench. In lieu of stockpiling the top 10 inches of soil, "Imported Topsoil" from borrow pits may be substituted in the top 8 inches. Maintain the finished grade of the topsoil, over the center line of the trench, level with the immediate area bordering the trench, until acceptance of final seeding. Correct all damage to adjacent topsoil caused by trenching or pipe laying operations by removal of all rock, gravel, clay, and any other foreign materials from the surface and by regrading the additional topsoil as required.
- E. **Pavement, Curb and Sidewalk Removal.** Cut (full depth) all asphaltic concrete or Portland Cement concrete pavements (regardless of the thickness), and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer or other approved pavement cutter. Removal of street surfacing for excavations shall comply with the Specifications and Standard Drawing for Street/Alley Curb Repair. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.
- F. **Trench Width.** Minimum width of trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe except by permission of the Engineer.

The maximum clear width at the top of the trench will not be limited, except in cases where excess width of excavation would cause damage to adjacent structures or property.

In all cases, confine trench widths to dedicated rights-of-way for public thoroughfares or within areas for which construction easements have been obtained.

- G. **Grade.** Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the

type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.

- H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.
- I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.
- J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the lunch hour as well as overnight.

Dispose of the water in an approved manner without damage to adjacent property.

Drainage of trench waste through the pipeline, under construction, is prohibited.

- K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.
- L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.
- M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.
- N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:
 - 1. Class A Backfill
Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers,

or hydraulic hammers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Where Class A backfill is specified replace topsoil in the top 10 inches of the trench. Compact and rake to match the ground surface adjacent to the trench.

Maintain the surface of the backfilled trench level with the existing grade until the entire project is accepted by the Owner. Any subsequent settlement of the finished surfacing during the warranty period shall be considered to be a result of improper or insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

2. **Class B Backfill**

Backfill the trench, above the pipe zone, with approved excavated trench material to within 6 inches of final surface grade. Compact the entire trench depth in suitable lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers. Determine the method and type of equipment and the amount of compaction required to prevent subsequent settlement. Place and compact granular material in the top 6 inches.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material, as specified, until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

3. **Class C Backfill**

After the completion of the backfilling of the pipe zone, the excavated trench material may be pushed back into the trench by mechanical means.

In all locations where Class C backfill is used, the Contractor shall make his/her own estimate of the amount of backfill material required at the trench, so that after normal settlement has occurred, the finished surface will meet the existing grade. Neatly windrow the material over the trench and remove all excess. Any excess or deficiency of backfill material, which becomes apparent after settlement within the warranty period, shall be corrected by regrading, disposing of excess material or adding additional material where required. Remove rocks larger than 2 inches from the upper 8 inches of backfill.

4. **Class D Backfill**

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95 percent density in 6 inch lifts with mechanical, vibrating or impact tampers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade with crushed rock backfill material until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface during the warranty period shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

5. Class E Backfill

Class E trench backfill is to be used only where a new paved street is going to be constructed above the installed pipe.

The width of the trench, above the pipe zone, may be increased beyond the required specifications for pipe zone width, as described in the City of Moscow Standard Drawing #15, but shall not be less than (6) six feet.

Approved native excavated material may be used for backfill above the pipe zone in this widened trench. Compaction for all trench backfill, above the pipe zone, shall be 95% minimum of AASHTO T-99. All native backfill shall be placed in (6) six inch maximum lifts and method of compaction shall be only by a (5) five foot minimum wide sheepsfoot roller. Density testing frequency, for this approved native excavated material, will be in excess of that required for the Class 'D' crushed basalt backfill.

6. Class F Backfill

Backfill the trench, above the pipe zone, with granular material to within 4 inches of the finished surface.

Compact the entire trench, above the pipe zone, in six (6) inch maximum lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers to a minimum 95 percent standard density. The top 4 inches of the trench is to have smooth cut edges before being backfilled with two equal lifts of asphaltic concrete patching mix.

7. Subsurface Drain Backfill

Backfill the entire trench to within 10 inches of the final surface grade or to the street subgrade, as applicable, with crushed or naturally occurring granular material from approved sources.

The material shall be washed, if necessary, to render the particles free from clay. It shall contain not more than 1% of clay lumps or other decomposed material. It shall conform to the following requirements for grading:

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100

3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30
No. 50	3 – 12
No. 200	0 – 1.2

* All percentages are by weight.

That portion of the gravel backfilled for drains retained on a 1/4" square sieve shall not contain more than 0.05% by weight of wood waste.

Compaction, above the pipe zone, shall be accomplished by the use of mechanical, vibrating or impact tampers. Determine the method and type of equipment to use and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material as specified until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

- O. Maintenance of Excavated Trench. Maintain the excavated trench between any two successive valved sections of pipeline or as specified in the project Special Provisions until the following operations have been completed, to the satisfaction of the Engineer, for waterline construction: Service connections have been installed, including pressure tap; valves, valve boxes, hydrants and thrust blocks installed, hydrostatic or air testing, sterilization, cleanup and restoration of all physical features, utilities restored to their original condition, or better, and in general, all work required between the two line valves accomplished with the exception of repaving.
- P. Maintenance of Trench Backfill. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material to keep the surface of the backfilled trenches reasonably smooth and free from excessive ruts and potholes and suitable for normal traffic flow.

Trenches backfilled within existing paved streets shall be temporarily surfaced with 2.5 inches of cold mix asphalt pavement; which temporary cold mix surfacing shall be placed within one day of completion of trench backfilling. This temporary patch shall be installed and maintained smooth until the permanent hot mix patch is installed. Under certain circumstances, this requirement may be waived by the City Engineer.

No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above, and the trench backfill maintenance and shall be considered as incidental to that item of work.

- Q. Disposal of Excess Excavation. All excess excavation not required or suitable for backfill shall be disposed of in a waste area arranged by the Contractor.
- R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.
- S. Blasting. Blasting shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

19.7 Payment

Payment for trench excavation and backfill will be as specified for main line pipe as follows:

- A. Trench Excavation and Backfill. Payment for trench excavation and backfill shall be included in the price per linear foot of the respective pipe stated in the Contractor's bid proposal.

Payment for trench excavation and the respective backfill shall constitute full compensation for all work specified and incidental to the price per linear foot of the respective pipe.

Pipe zone backfill is specified under Section ES-20.

- B. Rock Excavation. Rock excavation shall be measured for payment as the actual quantity of rock removed within the approved limits.

ES-20. PIPE

20.1 Storm Sewer Pipe

Mains, 4-inch to 15-inch: SDR 35 PVC ASTM D 3034, gasketed.

Mains, 18-inch to 36-inch: Solid wall PVC ASTM F 679 or HDPE (High Density Polyethylene) AASHTO M 294, smooth-walled interior, silt-tight.

Culvert Pipe: Corrugated Steel Pipe and Pipe Arches conforming to AASHTO M 36, 2-2/3" x 1/2 corrugations. Round pipe shall be 16 gage minimum; arch pipe shall be 12 gage minimum.

Storm Sewer Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed

PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless steel shear ring bands.

20.2 Sanitary Sewer Pipe

All sanitary sewer pipe shall be a minimum of eight (8) inch diameter except sewer to house connections which shall be a minimum of four (4) inch diameter.

Mains, 8-inch diameter and larger: SDR 35 PVC ASTM D-3034.

Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless street shear ring bands.

20.3 Perforated Subsurface Drain Pipe

- A. **General.** A perforated roadway underdrain system may be shown on the Plans and shall be furnished and installed as herein described in these Specifications, as shown on the City's Standard Construction Drawings and as shown on the Plans.

Laterals will generally be connected to the collector at 60° angles. The terminal end of each lateral will be sealed with a plug. All connections between pipe sections and branches are to be water tight.

The pipe shall be wrapped with a filtering sock.

Perforated Subsurface Drain Pipe that is corrugated on the inside will not be allowed.

Perforated pipe and fittings will not be dumped into the trench. All pipe shall be inspected prior to lowering into the trench and if necessary cleaned of any material tending to plug the perforations of the pipe.

Pipe shall be laid with the perforations at the bottom, per manufacturer's instructions.

Gravel backfill for drains shall be as defined under Section ES-19.

- B. **Types of Pipe.** Perforated subsurface drain pipe as indicated on the plans and standard drawings shall be one of the following types of pipe or as approved by the Engineer:
- Perforated Corrugated Plastic Pipe
 - Perforated Solid Wall Plastic Pipe

1. Perforated Corrugated Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) N-12 pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252 Type S (corrugated outside-SMOOTH INSIDE). The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

2. Perforated Solid Wall Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252. The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

20.4 Water Pipe & Ductile Iron Fittings

- A. Joints. Pipe joints shall be push-on joints except where specifically shown or detailed otherwise.
- B. Mechanical Joint Fittings. Three-inch through sixteen inch mechanical joint ductile iron fittings shall be Tyler SSB Class 350 ductile iron fittings, or an approved equal, and shall conform to ANSI/AWWA C-111
- C. Flanged Ductile Iron Fittings. Flanged fittings shall conform to ANSI/AWWA C-110 and shall be faced and drilled to 125-pound ANSI. The fittings shall be 125 PSI rated working pressure and cement-mortar lined to same thickness specified for pipe.
- D. Mechanical Couplings. Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with long solid sleeves and be Mechanical Joint Class 350. Mechanical couplings shall mean straight couplings, transition couplings, reducing couplings, and flanged coupling adapters.
- E. Ductile Iron Pipe. All ductile iron pipe shall be centrifugally cast of 60-42-10 iron and shall conform to ANSI / AWWA C-151. Thickness class or classes shall be 51(minimum). The pipe shall be cement mortar lined and seal coated in accordance with ANSI / AWWA C-104. The rubber ring gaskets shall be suitable for the specified pipe sizes and pressure and shall conform to applicable parts of the latest federal specification ANSI / AWWA C-111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.

- F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.
- G. Tapping Sleeves. All tapping sleeves shall be ROMAC "SST" Stainless Steel as per ASTM A-240, Type 304 and Type 304L or an approved equal.

20.5 Pipe Laying

Pipes shall be laid in straight lines at uniform rates of grade as shown on the plans.

Proper preparation of foundation, placement of foundation material where required, and placement of pipe zone material below the pipe shall precede the installation of all sewer, water and culvert pipe. This shall include necessary leveling of the native trench bottom or the top of the foundation material as well as placement and compaction of required pipe zone material, below the pipe, to a uniform grade so that the entire length of pipe will rest firmly on a well compacted material, so the backfill material around the pipe will be placed in a manner to meet requirements specified under backfilling.

Water pipe delivered for construction shall be handled so as to minimize entrance of foreign material. When pipe laying is not in progress as, for example, at the close of a day's work, all openings in the pipeline shall be closed by water-tight plugs. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

If dirt that, in the opinion of the Engineer, will not be removed by flushing enters the pipe, the interior of the pipe shall be cleaned and swabbed as necessary with a 5% hypochlorite disinfecting solution.

- A. Backfill at the Pipe Zone. The pipe zone shall be considered to include the full width of the excavated trench from the bottom of the trench (a minimum of 4 inches under the pipe) to a point 12 inches above the top outside surface of the barrel of the pipe.

Particular attention must be given to the area of the pipe zone from the flow line to the center line of the pipe to ensure that firm support is obtained to prevent any lateral movement of the pipe during the final backfilling of the pipe zone.

Backfill the area of the pipe zone from the bottom to the horizontal center line of the pipe with "imported pipe zone material." Hand place the material around the pipe in 6 inch layers and thoroughly hand tamp with approved tamping bars supplemented by "walking in" and slicing with a shovel.

All material, within the pipe zone, shall be hand tamped and done in such a manner as to not change the grade of the pipe (particularly gravity pipe).

- B. Joints. In making the joints on the pipe care shall be exercised to clean all dirt, rock or other foreign matter completely from the inside of the bells and the outside of the spigots. The pipe shall be forced tightly in place with a bar or mechanical puller of a type approved by the Engineer. When the pipe is aligned it shall be supported by placing sufficient backfill material alongside and carefully tamped into place as described under Section 20.5.A.

When two different types of gravity pipe are joined together, a Fernco coupler may be used, upon approval of the Engineer. The completed connection shall be supported, in such a manner, as to maintain established line and grade and shall be encased, on all sides, with a minimum of four (4) inches of concrete. The concrete shall extend a minimum of two (2) feet on each side of the coupler.

Lubricant for water pipe gaskets shall be supplied by the pipe manufacturer.

- C. Caps and Connections. Caps for pipe branches, stubs, or other open ends which are not to be immediately connected shall be made of an approved material and shall be secured in a place with a joint comparable to the main line joint, or stoppers may be of an integrally cast breakout design. Caps of the type recommended by the pipe's manufacturer shall be used.
- D. Imported Pipe Zone Material. Granular material for pipe zone backfill shall be 3/4" minus crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.
- E. Water Main Location and Separation. The location and separation of the water and non-potable water main pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08 – Idaho Rules for Public Drinking Water Systems.
- F. Permissible Deflection at Joints - Water Pipe. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted, the amount of deflection allowed shall not exceed the values in the following table:

***MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)**

Bell and Spigot		Mechanical Joint		Push-on Joint	
Diameter (Inches)	Max. & Min. Deflection Angle (Degrees)	Deflection (Inches)	Max. Deflection Angle (Degrees)	Deflection (Inches)	
6	7-07	27	5	19	
8	5-21	20	5	19	
10	5-21	20	5	19	
12	5-21	20	5	19	

14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11
24	2-23	9	3	11

*The maximum deflection shall be whichever is less, the table or that recommended by pipe manufacturer.

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

On all pipelines 6 inches in diameter or larger, securely anchor by suitable thrust blocking all tees, plugs, caps, and bends where unbalanced forces exist, as directed by the Engineer.

2. Thrust Blocking

Provide thrust blocks as required by the Standard Construction Drawings. The concrete mix shall have a compressive strength of not less than 2500 psi. Place blocking between the undisturbed ground and the fitting to be anchored; plastic sheathing to be placed between the concrete and fitting. The bearing surface shall be as shown or as directed by the Engineer. Place the blocking so that the pipe and fitting joints will be accessible to repairs, unless otherwise shown.

3. Metal Tie Rods

Metal tie rods, if specifically required by the Plans or the Engineer, shall be used in conjunction with thrust block. The rods, nuts and washers shall be coated with a rust resistant coating. (A product intended for such use.)

20.6 Pipe Testing and T. V. Inspection

A. Sanitary Sewer Pipe. The finished sanitary sewer shall be tight against leakage from either the inside or the outside of the pipe.

All wyes, tees, and stubs shall be plugged with flexible jointed caps, or acceptable alternate, securely fastened to withstand the internal test pressure. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.

Exfiltration testing of the sanitary sewer pipe will be conducted by the Contractor, under the supervision of the Engineer, or his/her representative, after the sewer line is backfilled. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of his/her intention to pressure test the line.

If the test indicates that there is excessive leakage in the line the Contractor shall make repairs, at his/her own expense, and take such corrective action as may be required by the Engineer.

T.V. inspection of the sanitary and storm sewer pipe will be conducted by the City after the pipe has been backfilled and the manholes are accessible.

1. Exfiltration Test (Using Air)

The Contractor shall plug all openings in the pipe and supply necessary metering equipment and hoses for the test and a blower or compressor with adequate capacity to perform the test.

Immediately following the pipe cleaning, the pipe installation shall be tested with low pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches four (4) pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe as determined by the Engineer.

At least two minutes shall be allowed for temperature stabilization before proceeding further. The inspector will then accurately determine the time of loss of one (1) psi. This time interval shall not be less than the time interval determined in the following formula.

$$T = 0.0109 D^2 L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

Failure to meet or exceed the computed time interval for the loss of one (1) psi will be cause for rejection of the sewer pipe.

All repairs necessary to meet these requirements and/or testing will be at the expense of the Contractor.

The maximum length of sewer pipe, for the above tests, shall be the distance between consecutive manholes. Any section of sewer pipe, between any two manholes that does not meet the above requirements, shall be rejected.

2. T.V. Inspection

T.V. inspection, (by the City), of the newly installed sanitary and storm sewer pipes will be required, preferably, before the placement of asphalt on the roadway. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when this inspection is to be performed to assure the timely scheduling of the City's personnel and equipment.

Any and all imperfections (i.e. sags in the pipe invert, joints not fully seated, offset joints, poor manhole entries and exits, etc.) found in the installation of the pipe shall be immediately repaired by the Contractor at no cost to the City. Such repairs shall be as allowed and directed by the City Engineer.

B. Water Pipe

All new watermain shall pass City standard pressure testing and bacteriological testing. Pressure testing, flushing, disinfection, and bacteriological testing shall be performed by the City Water Department. All testing, flushing, and disinfecting materials and labor costs of the City's must be paid by the Contractor. It is the Contractor's responsibility to repair all leaks. The test pressure shall be 1-½ times the working pressure of the pipe per AWWA standards. The bacteriological test criteria shall be as follows: one test showing "absence" of coliform bacteria (<1) and a standard plate count of less than 100. The Contractor shall be responsible for all excavation and back fill necessary to allow the City Water Department access to the new main for the City to furnish, install, and remove all corporation stops necessary to test, chlorinate, and bacteriological sample the new main as required. This includes backfill and trench surfacing once and then returning to the site to re-excavate and re-backfill (including cold mix patching) any corporation stops that remain in the main during disinfecting and sampling procedure. Where connections are made to existing mains the fitting and pipe shall be thoroughly cleaned and spray disinfected with 150(+) ppm chlorine solution immediately prior to their installation and such procedure shall be witnessed by a representative of the City; such operations by the contractor require the City to be notified a minimum of 48 hours in advance. The 48 hour notice is necessary to allow the City crew to notify customers of the water outage. The contractor shall be responsible for coordinating and cooperating with the City Water Department for testing, flushing, and disinfecting activities.

20.7 Plugging Existing Pipe

Where shown in the Plans or where designated by the Engineer, existing pipes shall be plugged on the inlet end for a distance of 2 diameters with commercial concrete. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

20.8 Basis of Payment

- A. Storm Sewer Pipe. The accepted quantities of storm sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including furnishing and installing lock bands at each joint and all pipe zone material.
- B. Sanitary Sewer Pipe. The accepted quantities of sanitary sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe. The cost of furnishing all pipe zone material is also included in this item.

- C. Perforated Sub-Surface Drain Pipe. The accepted quantities of subsurface drain pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.
- D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.
- E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

The measurement for payment will be the field measured centerline length of the pipe in place within the limits shown. Laying lengths of valves, fittings and couplings will be included. Payment for fittings, couplings and thrust blocks shall be considered incidental to the cost of the respectively-sized pipe.

Payment for valves will be made at a per each unit price.

ES-21. GATE VALVES AND VALVE BOXES

21.1 Scope

This section covers the work necessary for furnishing and installing the gate valves and valve boxes, complete.

21.2 Materials

- A. Gate Valves (all sizes). Valves shall be ductile iron AMERICAN FLOW CONTROL SERIES 2500 resilient seated valves, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown. Valves shall conform to ANSI / AWWA C-509.
- B. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4-inch shaft, and shall be TYLER 6855 series of appropriate length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4-inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word "Water" shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.
- C. Extension stems for valve operators. Where the depth of the opening nut is more than 4.5 feet, standard operating extensions shall be provided to bring the operating nut to a point

3.5 feet below the surface of the ground or pavement. The extension stem shall be constructed of steel (and coated).

21.3 Workmanship

- A. Valves. Before installation, the valves shall be thoroughly cleaned of all foreign material, and shall be inspected for proper operation for both opening and closing, and to verify that the valves seat properly. Valves shall be installed so that the stems are vertical, unless otherwise directed by the Engineer. Jointing shall conform to AWWA C-600 or AWWA C-603, whichever is applicable. Valves shall be installed in accordance with "Standard Details". Joints shall be tested with the adjacent pipeline. If joints leak during the test, valves shall be disconnected and reconnected, and the valve and/or the pipeline retested.

Faces of flanges shall be cleaned thoroughly before flanged joint is assembled. After cleaning, the gasket shall be inserted and the nuts tightened uniformly around the flange. If flanges leak under test, the nuts shall be loosened, the gasket reset or replaced, the nuts retightened, and the valve and/or pipeline retested.

Valves on all service connections and stubouts, 4 inch and larger, shall be mechanical joint and shall be restrained with coated tie rods.

- B. Valve Boxes. Center the valve boxes and set plumb over the wrench nuts of the valves. Set valve boxes so that they do not transmit shock or stress to the valves. Set the valve box covers flush with the surface of the finished pavement as shown, or such other level as may be ordered by the Engineer. Cut extensions to the proper length so that the valve box does not ride on the extension when set at grade.

Backfill shall be the same as specified for the adjacent pipe. Place backfill around the valve boxes and thoroughly compact to a density equal to that specified for the adjacent trench and in such a manner that will not damage or displace the valve box from proper alignment or grade. Misaligned valve boxes shall be excavated, plumbed, and backfilled at the Contractor's expense.

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

Payment for gate valves furnished and installed, complete, with valve boxes will be by the unit prices per each. Payment for the gate valves and valve boxes shall constitute full compensation for the work as specified under this section.

Payment for gate valves and valve boxes furnished and installed as auxiliary valves on hydrants shall be included in the unit price for hydrants.

ES-22. FIRE HYDRANTS

22.1 Scope

This section covers the work necessary for furnishing and installing the fire hydrants, complete, and the work necessary for the removal of existing hydrants.

22.2 Materials

- A. Low Pressure Hydrants. Hydrants to be Corey pattern with nominal 5-1/4 inch main valve opening with 6 inch bottom connections. Equip with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper port with a 5 inch Storz hose nozzle. The Storz nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designated by the manufacturer. Storz adapters will not be accepted. Operating nut shall be equipped with O-ring seals and shall open when turned to the left or counterclockwise. Hydrants shall be of the break-flange or safety-top type. Hydrants shall conform to AWWA C-502, and these Specifications. The depth of bury will generally be five (5) feet; and as required to accommodate site conditions. Nozzle threads shall be American National Standard. The hydrant isolation valve shall be attached to the tee at the main and all of the piping shall be restrained from the tee to the hydrant with flanged fittings, retaining glands (mega lugs, etc.) or tie rods as approved by the City Engineer. Hydrants shall be factory painted or may be painted by the contractor using a high quality industrial enamel high intensity red paint above the ground line; spray can paint will not be allowed.
- B. Manufacturer, "Model": Waterous, "Pacer" or Mueller, "Centurion"
- C. Base Block. Solid precast concrete pier block having nominal dimensions of 8-inch thickness by 15-inch square base.
- D. Drain Rock. Washed 1-1/2 inch crushed rock or graded river gravel free of organic matter, sand, loam, clay, and other small particles that will tend to restrict water flow through the gravel.
- E. Concrete for Thrust Blocking. City Standard per ES-11.
- F. Thrust Ties. 3/4 inch diameter steel rods and Duc-Lugs as manufactured by Stellar Corporation, Columbus, Ohio, or approved equal. Rods shall have rust resistant protective coating.
- G. Auxiliary Gate Valve. See City Standard ES-21.

22.3 Workmanship

Construction and installation shall conform to the detail on the Plans and to provisions of Sections 11 and 12 of AWWA C-600, except where otherwise specified.

- A. **Location and Position.** Locate as shown or directed so as to provide complete accessibility and minimize possibility of damage from vehicles or injury to pedestrians. A 3-foot clear space shall be provided and maintained around the circumference of the hydrant or as approved by the Engineer. Where hydrants are subject to impact by a motor vehicle, guard posts other approved means shall be provided as approved by the Engineer. Improperly located hydrants shall be disconnected and relocated, at the Contractor's expense.

When placed behind the curb, set hydrant barrel so that the face of the pumper or hose nozzle cap will be 2 feet from the back of the curb. When set in lawn space between curb and sidewalk, or between sidewalk and property line, let no portion of the hydrant or nozzle cap be within 12 inches of the sidewalk.

Set all hydrants plumb and nozzles parallel with, or at right angles to the curb, with the pumper nozzle facing the curb. Set hydrants so that safety flange is a minimum of 3 inches and maximum of 6 inches above finished ground or sidewalk level to clear bolts and nuts, and as directed.

- B. **Excavation.** Do not carry below sub-base grade. Replace over-excavated areas with gravel, and hand tamp to provide firm foundation.
- C. **Base Block.** Place on firm level sub-base to assure uniform support.
- D. **Installation of Hydrants.** Place hydrant carefully on base block to prevent the base block from breaking. After hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.
- E. **Drain Rock.** Place gravel around base block and hydrant bottom after hydrant has been blocked in place. Drain gravel shall be not less than 6 inches above hydrant drain opening. Do not connect drainage system to sewer.
- F. **Concrete Thrust Blocking.** Place after hydrant is blocked in its final position and hydrant is joined to pipe. Concrete thrust block shall have a minimum of 4 square feet of bearing area against undisturbed earth. Restraint devices such as flanged fitting, mega lugs, or tie rods may be used in lieu of thrust blocks if approved by the City Engineer.
- G. **Bury Depth and Thrust Ties.** The ground surface around fire hydrants shall be as follows:
1. **Behind the hydrant:** The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 10 feet behind the back of the hydrant. The City Engineer may approve a lesser bury requirement if thrust ties consisting of two ¾ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 2. **Sides of the hydrant:** The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from the

centerline of the hydrant barrel. All earthen fill at the sides of the hydrant for a minimum distance of 6 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.

3. Front of the hydrant (towards the main): 4.0 foot minimum cover over the hydrant lateral pipe shall be maintained – as shown on the City of Moscow Standard Construction Drawings.

Payment for existing fire hydrant removal will be made at the unit price stated in the Contractor's bid proposal for each hydrant removed, as covered herein and on the plans.

- H. Existing Fire Hydrant Removal. Remove fire hydrants on existing city mains as shown on the plans and as directed by the Engineer. The hydrants shall remain the property of the City of Moscow and shall be stockpiled, for the City, at a location to be determined. Care shall be taken so as not to damage the hydrants during removal, transporting, or stockpiling.

22.4 Payment

Payment for fire hydrants furnished and installed will be by unit price per each. Payment for fire hydrants shall constitute full compensation for all work specified under this section, and shall include the auxiliary gate valve and connecting pipe from the main line to the valve, and all trench excavation and backfill from the main to the hydrant.

Payment for existing fire hydrant removal will be made at the per each unit price.

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

- A. Sewer house connections, where required on the plans or ordered by the Engineer, shall be a minimum of four (4) inch diameter pipe. The pipe shall conform to Specification ES-8.2, except that it shall be green in color.
- B. Pipe zone material, unless otherwise specified, shall be 3/4 inch minus pea gravel, crushed rock, pea gravel, or clean sand.

23.2 Workmanship

- A. The sewer house connections shall be branched from the main sewer line by a Y branch on new mains; by a ROMAC style "CB" saddle on existing sewer mains. Branches shall be placed where indicated on the plans or as ordered by the Engineer, and shall be installed, at a point, above the centerline of the sanitary sewer main.
- B. ROMAC style "CB" saddles shall be furnished and installed by the City and paid for by the contractor.

- C. Sanitary sewer services shall not be connected to manholes.
- D. Maximum deflection permissible with any one fitting shall not exceed 45 degrees and shall be accomplished with long-radius curves or bends. Short-radius elbows or curves will not be permitted except by approval of the Engineer.
- E. Provide ends of all sewer house connection lines with standard watertight plugs, suitably braced to prevent blowoff during internal hydrostatic or air testing. With all plugs in place, test the sanitary sewer lines in accordance with ES-20.6.
- F. After the line has been tested by the Contractor and accepted by the Engineer, the Contractor shall furnish and install an approved marker, as per City of Moscow Standard Drawings, to identify the ends of the sewer stubs. The marker shall be wrapped with detectable sewer tape.
- G. Conform to applicable portions of Section ES-19 and Section ES-20.2.
- H. Backfill the pipe zone with granular pipe zone material, hand-placed simultaneously on both sides of the pipe for the full trench width and hand-tamped with approved tamping bars supplemented by 'walking in' and slicing with a shovel.
- I. Backfill, above the pipe zone, shall conform to applicable portions of Section ES-19. Do not backfill sewer house connection pipe until inspected and approved by the Engineer.
- J. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.
- K. Install as per the Standard Construction Drawings.
- L. Separation of storm and sanitary sewer service laterals from water mains and water service lines shall conform to the requirements of Idaho Drinking Water Standards.

23.3 Basis of Payment

- A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.
- C. Sewer house connection pipe, in place, will be paid for on the unit price per linear foot for the appropriate size of pipe stated in the Contractor's bid proposal. Payment for this item shall constitute full compensation for all materials and work required to install the sewer house connection pipe, complete, including trench excavation and backfill. The length of the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

ES-24. STREET / ALLEY CUT REPAIR

All excavations in to existing City street paving shall be repaired in accordance with the City's adopted STREET / ALLEY CUT REPAIR policy and as per Standard Construction Drawing entitled STREET /ALLEY CUT REPAIR.

ES-25. EROSION AND SEDIMENT CONTROL

All construction in the City involving earthwork shall comply with all of the requirements of City Code Section 7-1-4 pertaining to Erosion and Sediment Control and the City of Moscow EROSION AND SEDIMENT CONTROL STANDARDS adopted by resolution.

The Contractor shall implement appropriate erosion control eliminating sediment transport to City infra-structure and private property. The Contractor shall pay all costs associated with sediment removal from City infra-structure, private property or environmental remediation.

All sediment control devices shall be installed prior to any ground disturbing activity.

ES-26. STORMWATER RUNOFF CONTROL

All construction and development activity in the City shall comply with all of the requirements of City Code Section 5-15 STORMWATER RUNOFF CONTROL and including Moscow STORMWATER RUNOFF CONTROL STANDARDS adopted by resolution.

ES-27. IMPORTED TOPSOIL

27.1 General

Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job at his/her own expense and in a manner satisfactory to the Owner.

27.2 Payment

Payment for furnishing and placing imported topsoil shall be paid according to the unit price bid on the Contractor's bid proposal form or as noted as set forth in the Contract documents.

ES-28. SEEDING

28.1 Seed

Seed furnished shall be labeled; true as to variety; noxious weed-free; and meet all purity, germination specifications, and standards of the Federal Seed Act and Idaho State Seed Laws. The variety shall be as required to best satisfy the particular application - as approved by the City Engineer.

28.2 Application

Seed all cut and fill slopes and all other denuded areas where any earthwork has occurred. Seeding shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.3 Fertilizer

Fertilizer shall be commercial grade and used in the seeding application in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.4 Mulch

Mulch shall be used in the seeding operation and shall consist of furnishing and placing mulch in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.5 Seedbed Preparation

Preparing the surface area to be seeded is part of the seeding operation and shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.6 Payment

Seeding will be paid for as allowed and described in the project specific contract documents; which may include, but not limited to, the following methods of payment: unit price per unit area; lump sum amount; incidental to other item unit prices; included in a project lump sum amount.

ES-29. TREE TRIMMING

Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. **ALL TREE TRIMMING SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE COMMUNITY FORESTRY ORDINANCE.**

ES-30. INSPECTION

Work performed under this contract shall be inspected at various stages of progress. These inspections include, but shall not be limited to the following:

- A. After storm sewer lines, sanitary sewer lines, perforated drain lines and their structures are in place, but before any backfilling is started.
- B. Prior to and during the placement of all concrete. This inspection shall be requested when the forms are in place and ready to receive the concrete.
- C. After the street has been excavated and compacted, but before any crushed rock is placed.
- D. During the application and processing of the crushed rock base and after the crushed rock base has been placed and compacted, but before the prime coat is applied.
- E. After valve boxes, catch basins, manholes and monuments have been adjusted to the proper elevation.
- F. Prior to and during the placement of prime coat and tack coat.
- G. Prior to and during the placement of all Superpave hot mix asphalt pavement.
- H. At the completion of the job, after all cleanup, backfilling and all other work is done and job is ready for final acceptance.

It shall be the responsibility of the Contractor to notify the Engineer, or his/her representative, when the various phases of the project are ready for inspection.

Request for inspection may be verbal but shall be given in sufficient time to allow the Engineer, or his/her representative, to arrange to be present as required. Failure to notify the Engineer, or his/her representative, of the inspections shall be sufficient ground to reject the uninspected work and cause its immediate removal.

All discrepancies, indicated by the inspector, shall be corrected by the Contractor and re-inspected before the next phase of operation is started. No claim shall be made for delays caused by correction of work found unacceptable to the inspector.

ES-31. WORKMANSHIP AND CLEAN UP

It is the intent and purpose of these Specifications and Plans to obtain good workmanship throughout with the completed work complying with the said Specifications and Plans and in full working order upon completion. Work will not be accepted until this result is obtained.

All debris or rubbish caused by the contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat and presentable condition.

Any damage to private property shall be repaired, replaced in kind, as approved by the City Engineer or the Owner compensated as required by the General Specifications.

Upon the satisfactory completion of all work embraced in the contract and specifications, including the cleanup, together with full compliance with the requirements of the General Specifications the Engineer will, within fifteen (15) days after such completion and compliance, issue a certificate of completion to the Owner with two (2) copies to the Contractor.

ES-32. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime Contractor.

The amounts to be allowed for mobilization in the partial payment to be made under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.
2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate providing that the contractor has initiated productive work on the project.

Mobilization will be measured and paid for by the Lump Sum as shown on the Contractor's Proposal

SPECIAL PROVISIONS

SCOPE

These Special Provisions cover the work necessary to remove and replace sanitary and storm sewer mains located in the alley connecting Sixth and Seventh Street between 113 East Sixth Street and 609 South Washington Street in Moscow, Idaho. This work consists of, but is not limited to, the replacement of three hundred and eighty-three (383) linear feet of sanitary pipe, two hundred and sixty-nine (269) linear feet of storm pipe, two hundred and fifty-two (252) square yards of asphalt, four (4) storm catch basins, a storm manhole, and a sanitary manhole. All work shall be completed as shown on the construction plans and herein described in these specifications.

Note: All quantities are approximate, planned and actual quantities may vary.

GENERAL

All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor. All work performed under this contract shall be completed in strict accordance with these SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, CONTRACT PLANS, and the City of Moscow STANDARD CONSTRUCTION SPECIFICATIONS and DRAWINGS (unless herein modified). These SPECIAL PROVISIONS, the SCOPE OF WORK DESCRIPTION, and the CONTRACT PLANS have precedence over the City standards and Standard Drawings where not in agreement.

Traffic control must be in place prior to work commencing. Traffic control shall be in place any time a vehicle, piece of equipment or stockpile is in the roadway. The Contractor shall make no changes or modifications to the traffic control without prior approval from the Streets Supervisor or the Engineer.

It is the intent and purpose of these specifications and plans to obtain good workmanship throughout, with all work complying with these specifications. The project will not be considered substantially complete until all requirements of these specifications have been completed to the satisfaction of the Engineer.

It shall be the responsibility of the Contractor to notify the Engineer to request an inspection of the base material prior to beginning any paving or concrete operations. Failure to notify the Engineer shall be sufficient grounds to reject all uninspected work and cause its immediate removal. All discrepancies indicated by the Engineer shall be corrected by the Contractor, re-inspected and approved by the Engineer prior to acceptance of work and prior to payment. No claim shall be made for delays or compensation caused by correction of work found unacceptable by the Engineer, including noncompliance with ADA requirements.

All debris or rubbish generated by the Contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat appearing condition. Any property, public

or private, damaged by the Contractor shall be repaired to its original condition at the expense of the Contractor and approved by the Engineer.

All lawn areas damaged by the Contractor shall be repaired to the satisfaction of the Engineer. This work may include grading and sodding, as required. Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. All tree trimmings shall conform to the applicable sections of the community forestry ordinance.

Curbs and sidewalk damaged by the Contractor during this project shall be replaced by the Contractor and constructed to ES-13 and ES-14 of the City's Standard Construction Specifications, respectively.

Items referred to on the project plans as "found pins" or "monuments" are land net corner or property corner monuments and shall be retained and protected until such time as the Engineer approves their removal. In some cases, the Contractor may be required to work around monuments. Removal of monuments not approved by the Engineer shall be replaced by a professional land surveyor at the expense of the Contractor.

Construction items that are not explicitly covered in these written specifications but are required to complete a functioning project shall not be misconstrued by the Contractor as not being a part of the scope of the work covered by the contract. Those items that are not specifically covered in these specifications, but are required by the CONTRACT PLANS, shall be constructed in accordance with the construction industry's highest standards.

The Contractor shall bring to the Engineer's attention any problems associated with any part of the design and/or construction of this project – as a consequence of design error, construction error, site conditions, or any other unanticipated construction variable. The Contractor and the Engineer will then jointly work out a solution to the problem.

SP-1. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime contractor.

Measurement and Payment:

The amounts to be allowed for mobilization in the partial payment system, as provided under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.
2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate, providing that the contractor has initiated productive work on the project.

Measurement for MOBILIZATION shall be lump sum. Payment for this item shall be at the price shown on the Contractor's Proposal, according to the above guidelines, and shall include all materials, labor, equipment, and incidentals to do the work for:

SP-1. MOBILIZATIONL.S.

SP-2. REMOVALS AND DISPOSALS

This item consists of furnishing the necessary materials, labor and equipment to saw-cut, excavate, remove and dispose of existing bituminous surface, sanitary pipe, storm pipe, manholes, catch basins and other obstructions as required. All removals and disposals shall be in accordance with City of Moscow Engineering Specification ES-4.

The Contractor shall be responsible for all removals delineated by City staff as specified in plans, specifications, and contract documents, and as may be necessary to complete the work in accordance with the scope of the work and City Standards.

The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

The Contractor shall be especially cognizant of apparent tree roots that will require caution during the performance of this work item and shall notify the Community Forestry Administrator, David Schott (208) 883-7098, upon encountering roots of 1" or greater diameter before cutting those roots.

A. REMOVE / DISPOSE OF BITUMINOUS SURFACE

This work shall consist of, but not limited to, the removal and disposal of bituminous surface. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Excavation and disposal of material necessary to accommodate the placement of four inches (4") of new, compacted base rock beneath new asphalt is considered incidental to the removal items.

Existing bituminous surface to be removed shall be neatly saw-cut, removed, and disposed of as necessary to facilitate the replacement of the sewer systems. Saw cutting shall be considered incidental to this item. Sections to be removed shall be cleanly saw-cut perpendicular to the existing pathway centerline, and along painted removal lines located

18" outside of the trench excavation limits, as shown in the plans. Location of a disposal site is the responsibility of the contractor. Crushed rock or cold mixed asphalt must be placed in areas of removal if needed to maintain local access.

All areas, on the street side of the curb, where asphalt surfacing has been removed shall be temporarily cold mix patched (min. 2.5" thick) or backfilled with crushed rock base flush with the existing asphalt surface the same day as excavation and backfill occurs. The temporary patch or backfill must then later be removed and replaced to match existing depth or with 6-inch thick hot mix patch, whichever is lesser. The hot mix patch shall be installed a minimum of three (3) days to a maximum of seven (7) days after the installation and backfill of the sewer systems. Temporary patching or backfill shall be maintained to provide a smooth surface and protected by means of traffic cones until the time of replacement with the permanent hot mix asphalt patching. All costs associated with the temporary patching or crushed rock base backfill shall be included in the removal items.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

B. REMOVE / DISPOSE OF 6" CLAY SANITARY PIPE

This work shall consist of, but not limited to, the removal and disposal of existing six (6) inch clay sanitary sewer main. Pipe removals are expected to occur during excavation for the new pipe installation. Existing services are expected to connect to this section of pipe, if an unlocated service is identified during removal immediately notify the Engineer before disconnection and removal. Any line not removed shall be plugged with non-shrink grout to the satisfaction of the Engineer. The removal shall be completed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Disconnection, plugging, and removal of existing lateral services are considered incidental to this pay item.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

C. REMOVE / DISPOSE OF 8" CONCRETE STORM PIPE

This work shall consist of, but not limited to, the removal and disposal of existing eight (8) inch concrete storm main. Pipe removals are expected to occur during excavation for new pipe installation. Existing storm services are not expected to connect to any sections of pipe, if a service is identified during removal immediately notify the Engineer before disconnection and removal. Any line not removed shall be plugged with non-shrink grout to the satisfaction of the Engineer. The removal shall be completed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

D. REMOVE / DISPOSE OF CATCH BASIN

This work shall consist of, but not limited to, the removal and disposal of drainage structures regardless of the type (precast, poured in place, etc.), material, or depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

E. REMOVE / DISPOSE OF SANITARY MANHOLE

This work shall consist of, but not limited to, the removal and disposal of one sanitary manhole regardless of the type (precast, poured in place, etc.), material, or depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

F. REMOVE / DISPOSE OF STORM MANHOLE

This work shall consist of, but not limited to, the removal and disposal of one storm manhole regardless of the type (precast, poured in place, etc.), material, or depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement for REMOVE / DISPOSE OF BITUMINOUS SURFACE shall be by the square yard as measured in the field. Measurement for REMOVE / DISPOSE OF 6" CLAY SANITARY PIPE shall be by the linear foot as measured in the field. Measurement for REMOVE / DISPOSE OF 8" CONCRETE STORM PIPE shall be by the linear foot as measured in the field. Measurement for REMOVE / DISPOSE OF CATCH BASIN shall be per each as measured in the field. Measurement for REMOVE / DISPOSE OF SANITARY MANHOLE shall be per each as measured in the field. Measurement for REMOVE / DISPOSE OF STORM MANHOLE shall be per each as measured in the field. Payment shall include all costs incurred to remove and dispose of the items including labor, equipment, and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-2. A. REMOVE / DISPOSE BITUMINOUS SURFACE S.Y.

SP-2. B. REMOVE / DISPOSE OF 6" CLAY SANITARY PIPE L.F.

SP-2. C. REMOVE / DISPOSE OF 8" CONCRETE STORM PIPE L.F.

SP-2. D. REMOVE / DISPOSE OF CATCH BASINE.A.

SP-2. E. REMOVE / DISPOSE OF SANITARY MANHOLEE.A.

SP-2. F. REMOVE / DISPOSE OF STORM MANHOLE.....E.A.

SP-3. 8" PVC SANITARY PIPE (CLASS F BACKFILL)

This work shall consist of, but not limited to, the installation of eight (8) inch PVC sanitary sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch minus (3/4"-) crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill trench with 95% compacted Three-quarter inch minus (3/4"-) crushed rock in lifts not to exceed eight (8) inches of depth. The pipe must have a minimum gradient of two tenths (2/10) of a percent in order to produce a half-full pipe velocity of two (2) feet per second, unless otherwise approved by the Engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Installation of 8" PVC SANITARY PIPE (CLASS F BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-3. 8" PVC SANITARY PIPE (CLASS F BACKFILL) L.F.

SP-4. 8" PVC STORM PIPE (CLASS F BACKFILL)

This work shall consist of, but not limited to, the installation of eight (8) inch PVC storm sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter

inch minus (3/4") crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density to a depth of four (4) inches underneath the pipe. Backfill trench with 95% compacted Three-quarter inch minus (3/4") crushed rock in lifts not to exceed eight (8) inches of depth. The pipe must have a minimum gradient of two tenths (2/10) of a percent in order to produce a half-full pipe velocity of two (2) feet per second, unless otherwise approved by the Engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Installation of 8" PVC STORM PIPE (CLASS F BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4. 8" PVC STORM PIPE (CLASS F BACKFILL)..... L.F.

SP-5. RECONNECT EXISTING SEWER SERVICE

This work shall consist of, but not limited to, the reconnection of sanitary sewer services and pipe from the sewer main to the property line, and including the required fittings. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, ES-23 and the Standard Drawings. This shall include service pipe, service "y", and connection to existing service pipe regardless of length. Inverts of existing and new service lines must match.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement and payment for RECONNECT EXISTING SEWER SERVICE shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, pipe, backfill, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-5. RECONNECT EXISTING SEWER SERVICEEA.

SP-6. STORM SEWER CATCH BASIN

This work shall consist of, but not limited to, the installation of City of Moscow standard catch basin. The installation shall be in accordance with the Project Plans, Engineering Specifications

ES-18, ES-19, ES-23, and the Standard Drawings. Catch basins shall be placed in the flow line of the street.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement and payment for STORM SEWER CATCH BASIN shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, frame and grate, backfill, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-6. STORM SEWER CATCH BASINEA.

SP-7. SANITARY SEWER MANHOLE (4' Diameter)

This work shall consist of, but not limited to, the installation of a sanitary sewer manhole. The manhole base is preferred to be precast but cast in place concrete is permitted with Engineer's approval. Manhole channel layout must be verified before casting. Manhole shall be placed on a four (4) inch layer of three-quarter inch minus (3/4"-) rock base compacted to 95% standard density. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-18, ES-19, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement and payment for SANITARY SEWER MANHOLE (4' DIAMETER) shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, ring, risers, and cover and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-7. SANITARY SEWER MANHOLE (4' DIAMETER)EA.

SP-8. STORM SEWER MANHOLE (4' DIAMETER)

This work shall consist of, but not limited to, the installation of a storm sewer manhole. The manhole base is preferred to be precast but cast in place concrete is permitted with Engineer's approval. Manhole channel layout must be verified before casting. Manhole shall be placed on a four (4) inch layer of three-quarter inch minus (3/4"-) rock base compacted to 95% standard density. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES18, ES-19, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement and payment for STORM SEWER MANHOLE (4' DIAMETER) shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, ring, risers, and cover and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-8. STORM SEWER MANHOLE (4' DIAMETER)EA.

SP-9. 3/4" (-) CRUSHED AGGREGATE BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included under SP-1 - SP-8 of these specifications. The installation shall be in accordance with the Project Plans, ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in eight (8) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item is for road base only. Aggregate used for trench backfill is incidental to pipe installation.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement and payment for 3/4" (-) CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the project plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The unit price, per ton, shall include all materials, labor, equipment, and incidentals necessary to furnishing, placing and compacting:

SP-9. 3/4" (-) CRUSHED ROCK BASETON

SP-10. 1-1/4" (-) CRUSHED ROCK BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included under SP-1 – SP-8 of these specifications. **This item is to be placed at a FOUR (4) inch depth under the three-quarter inch minus (3/4" -) base rock layer for the new HMA pavement.** Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in eight (8) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99. Installation shall be in accordance with the Project Plans, Engineering Specifications ES-7, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

1-1/4" (-) CRUSHED ROCK BASE shall be paid per ton as measured by field measurements. Payment shall be as shown on the Contractor's Proposal and shall include, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-10. 1-1/4" (-) CRUSHED ROCK BASE TON

SP-11. HOT MIX ASPHALT PATCHING

This work shall consist of paving back removed bituminous surfaces with hot mix asphalt pavement as shown in the Contract Plans and in accordance with ES-15 and these Specifications. This work shall take place after the aggregate base grade and compaction are approved by the Engineer. This item shall consist of a minimum 1 lift of 1/2" Superpave HMA pavement surface course as specified in ES-15. Each lift shall not exceed three (3) inches of compacted depth.

Asphalt shall have a minimum thickness of three (3) inches.

Do not apply asphalt if the roadway surface or weather conditions can prevent proper construction. Apply an asphalt tack coat to existing asphalt surfaces and to the surface of each course constructed, except the final course. Apply tack coat to transverse and longitudinal joints and the contact surfaces of curbing, gutters, manholes or other structures. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Measurement and Payment:

Measurement for HOT MIX ASPHALT PATCHING shall be by the ton, as determined by weigh slips, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall include all costs incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-11. HOT MIX ASPHALT PATCHING TON**SP-12. INLET PROTECTION**

This work consists of, but not limited to, the installation and maintenance of inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-25, ES-26, City of Moscow Standard Construction Drawings, and these Specifications.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Measurement and Payment:

INLET PROTECTION will be measured per each for each device furnished and installed on the project. No separate payment will be made in the event that inlet protections are transferred from existing inlets to new inlets. Payment shall include all materials, labor, equipment, and incidentals necessary to perform the described work including installation, removal, maintenance, and disposal at an approved disposal site for:

SP-12. INLET PROTECTION EA.**SP-13. TRAFFIC CONTROL**

This item shall consist of furnishing all necessary materials, labor, equipment and incidentals necessary to adequately sign, flag and direct vehicular traffic and pedestrians through or around the project. Traffic control must conform to the requirements of ES-2, the Manual on Uniform Traffic Control Devices (MUTCD), ITD's Standard Specifications for Highway Construction, and

these Specifications. Initiation of the traffic control plan will require five (5) days prior notification of the City.

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. The Contractor can choose to adopt the Traffic Control Plans provided in the Plans or can supply their own Traffic Control Plans prepared by a Traffic Control Supervisor.

Approval of construction signing and flagging assignment must be made in the field by the Engineer prior to any paving operations.

A sufficient number of barricades and flashers shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the latest edition of the MUTCD. When flagging is to be used, an adequate number of certified flaggers must be provided for each movement of traffic. The contractor shall have flagging vests and stop paddles on the job for use in flagging operations. The contractor must be prepared to provide unexpected signing if construction operations dictate the need. The contractor must also provide an individual to function as a contact for Traffic Control Maintenance in evenings and weekends.

If at any time, required traffic control is not in place as shown in the traffic control plan(s), the City may immediately stop all work until adequate traffic control is in place.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the Work. Construction shall be scheduled such that parking areas and business entrances are accessible for all effected commercial enterprises.

Pedestrian traffic shall be closed to the project area. The contractor shall provide and place sidewalk closure and detour signage to adequately route pedestrian traffic around the site in a manner that minimizes "back-tracking" and additional walking distance. This will be included in the traffic control plan and must be approved by the engineer prior to beginning the work.

Traffic control devices shall be continuously maintained by the Contractor until the concrete has sufficiently cured and adjacent topsoil has been replaced to allow the safe return to normal use of the facility by the public.

Measurement and Payment:

Measurement and payment for TRAFFIC CONTROL shall be by the lump sum as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-13. TRAFFIC CONTROL.....L.S.

SP-14. BYPASS PUMPING

This work consists of, but not limited to, the implementation of a temporary bypass pumping system for the sanitary sewer line. The purpose of bypass pumping is to prevent sewage overflows and provide reliable sewer service to the users of the sanitary sewer at all times. The Contractor shall maintain sewage flow in the construction area in order to prevent back-up and/or overflow into upstream pipe segments and laterals, adjacent ditches, storm sewers, and waterways. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-20, ES-21, ES-23, City of Moscow Standard Construction Drawings, ISPWC Division 500, and these Specifications.

The bypass is expected to pump from manhole G18-02 to manhole G18-01 for the majority of the project. The bypass will need to shift north through the alley to manhole G17-04 while manhole G18-01 is being replaced. The Contractor will be required to provide a written plan/sketch for implementation and sequencing of bypass pumping for review and approval of the Engineer prior to installation of the bypass system. The plan shall include sufficient detail to show the location, number and size of pumps, backup pump plans, the number, location, size and type of hoses and/or rigid piping, and the location of the downstream discharge. Show any special features where pipes or hoses cross roadways, drainage features, temporary trenches, support bridges, etc. Show temporary manholes, sumps, and connections required for bypass pumping. The plan shall also include an emergency response plan to be followed in the event of failure of the pumping and/or diversion system.

Flow levels will need to be regularly monitored to ensure there is no backing up to unacceptable levels. The Contractor will be held responsible for any damage resulting from backing up flow.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement and payment for BYPASS PUMPING shall be by the lump sum as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-14. BYPASS PUMPINGL.S.

SP-15. FORCE ACCOUNT

Perform work on a force account basis, if required by the contract or as directed. Record force account work on City-provided forms and submit at the end of each work day to allow immediate field verification. The Engineer will revise, as appropriate, the daily force account records and provide duplicate report sheets to the Contractor for signature. Duplicate report sheets, signed by the Engineer and the Contractor, are the true record of force account work.

Satisfactory Evidence/Documentation.

The Engineer will not approve force account work payment before the Contractor submits an itemized cost statement for that work. The Engineer will review the itemized statement and approve payment for the cost the Engineer deems reasonable based on experience and prevailing market rates. The Engineer may request the Contractor to submit additional evidence to support the cost. Submit the following information in itemized statements for force account work:

1. For labor: name, classification, dates worked, daily hours, total hours, labor rate, and extended amount for each laborer and foreman.
2. For equipment: designation, dates used, daily hours, total hours of actual operation and standby, rental rate, and extended amount for each equipment unit. Include the manufacturer's name or trademark, model number, and manufacture year with the designation.
3. For material: quantities, cost, and extensions, including source recover fees, royalties, and use tax.
4. Transportation cost for material, free on board (FOB), to the project site.
5. Documentation showing payment for invoiced items, including work, material, and transportation.

If providing material from the Contractor's stock for force account work, submit a signed verification of the following:

1. Material was provided from the Contractor's stock.
2. Material quantity was used for the force account work.
3. Material and transportation costs represent the Contractor's actual cost, excluding overhead.

Measurement and Payment:

The City will pay for FORCE ACCOUNT work based on the reviewed and approved Contractor itemized cost statement. This payment is full payment for performing the force account work.

Labor:

The City will pay for laborer and foremen performing approved force account work.

The City will pay the wage rate or scale approved in writing before beginning work.

The City will pay an amount equal to 120 percent of the sum of the direct labor cost. This payment is broken down into field office overhead (5 percent), home office overhead (10 percent), and profit (5 percent) totaling the additional 20 percent above direct labor cost. The City will not pay for costs deemed unreasonable.

Material:

For materials approved and used in the work, the City will pay for material costs, including transportation costs, source recovery fees, royalties, and use or sales tax.

The City will pay the Contractor an additional 15 percent of this sum as pay for field office overhead, home office overhead, and profit.

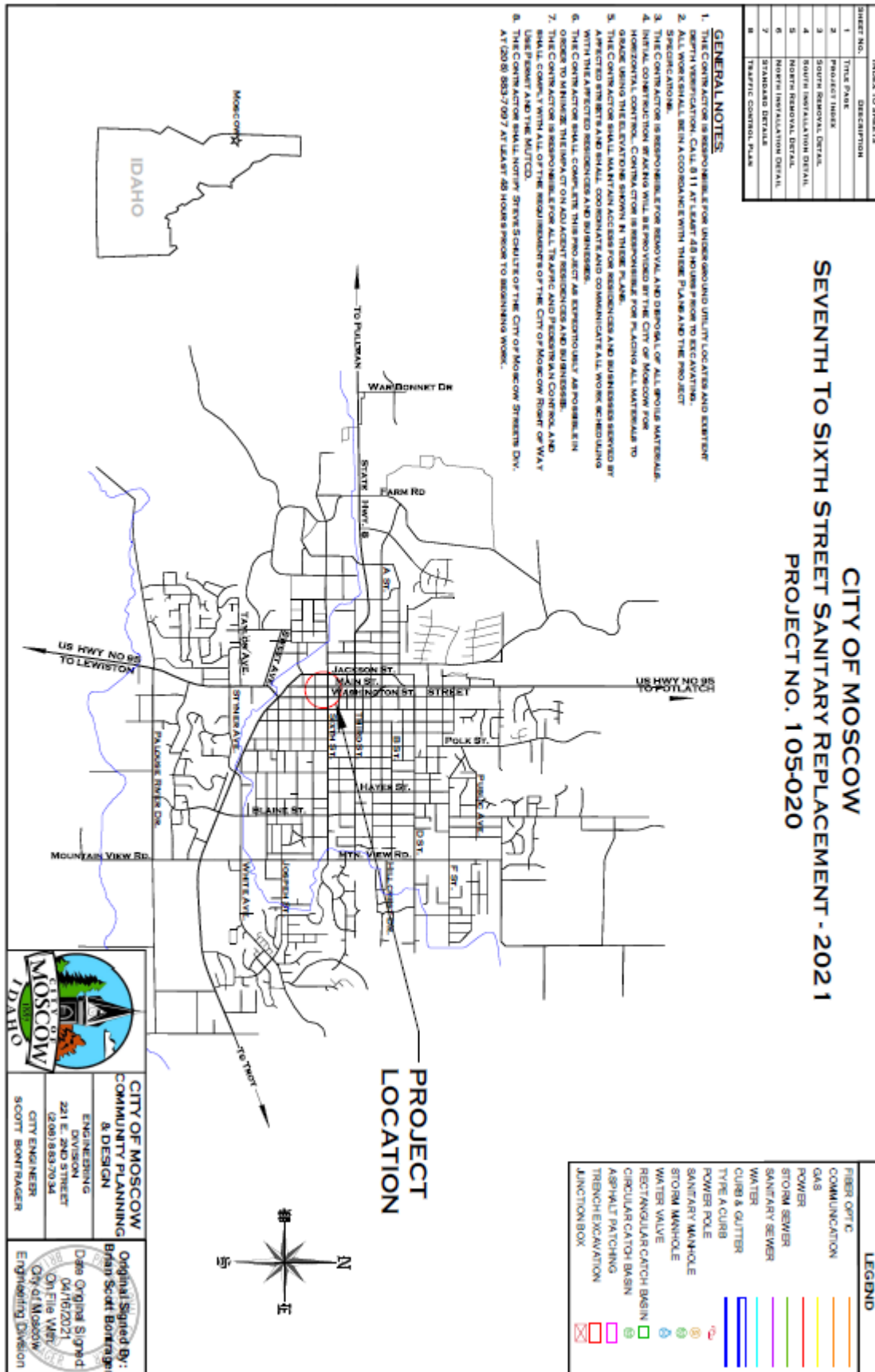
Equipment.

The City will pay the Contractor for machinery or special equipment (other than small tools) on force account work as specified in this subsection. Obtain written approval of the rental rates established in this subsection before beginning the force account work.

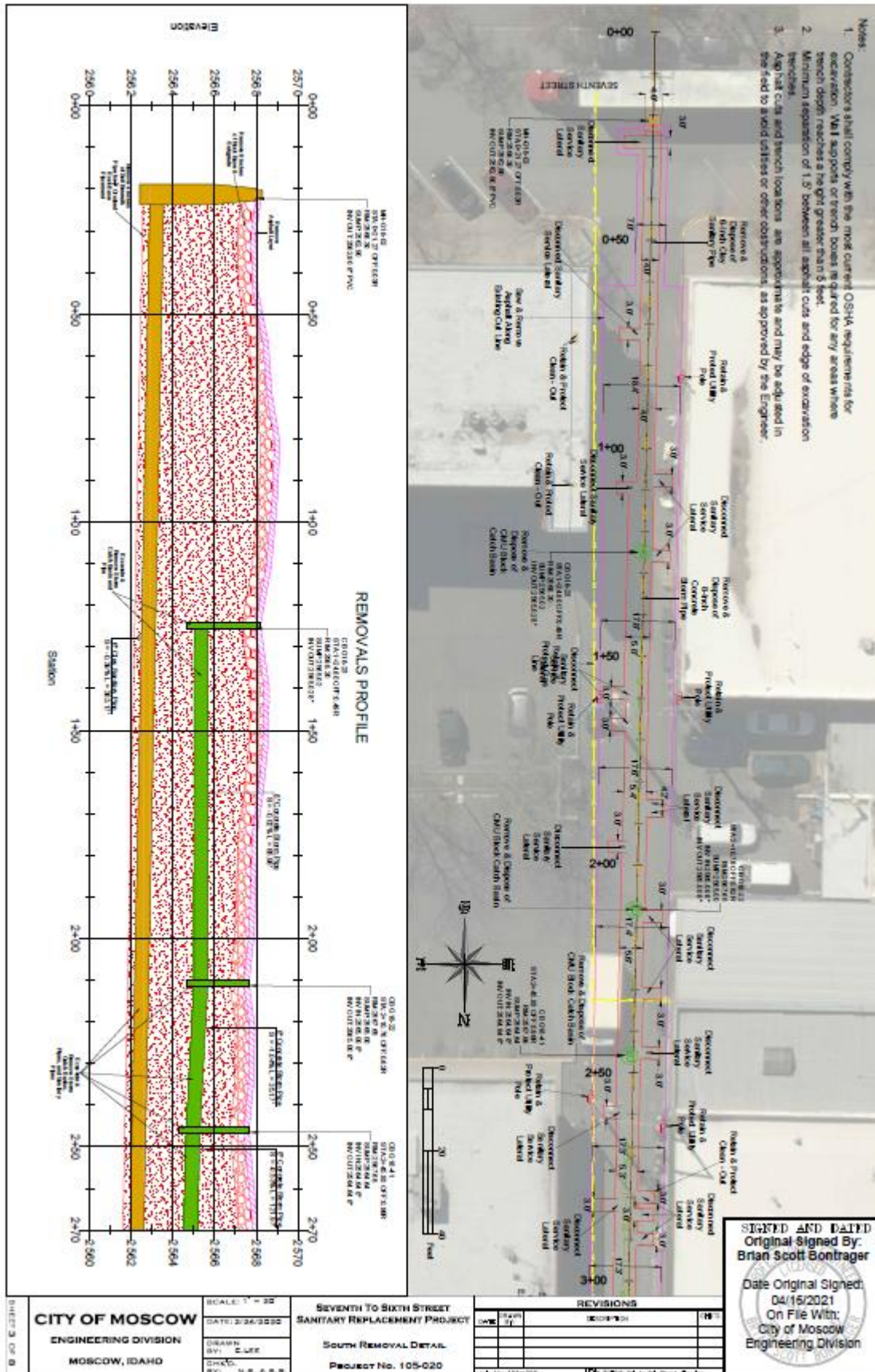
The City will pay the Contractor an additional 10 percent of the hourly operated rate, calculated above, as pay for field office overhead, home office overhead, and profit.

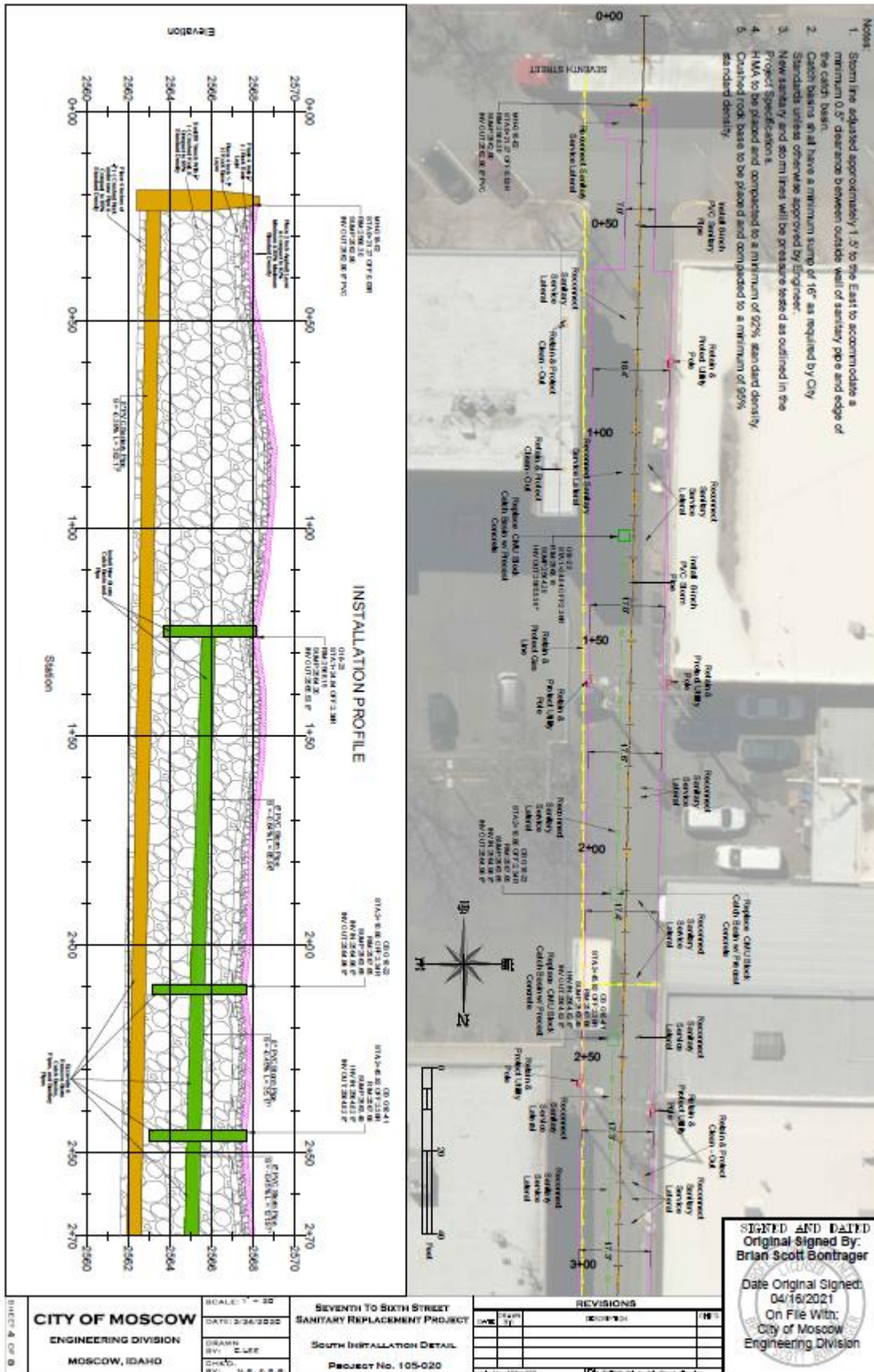
APPENDIX I

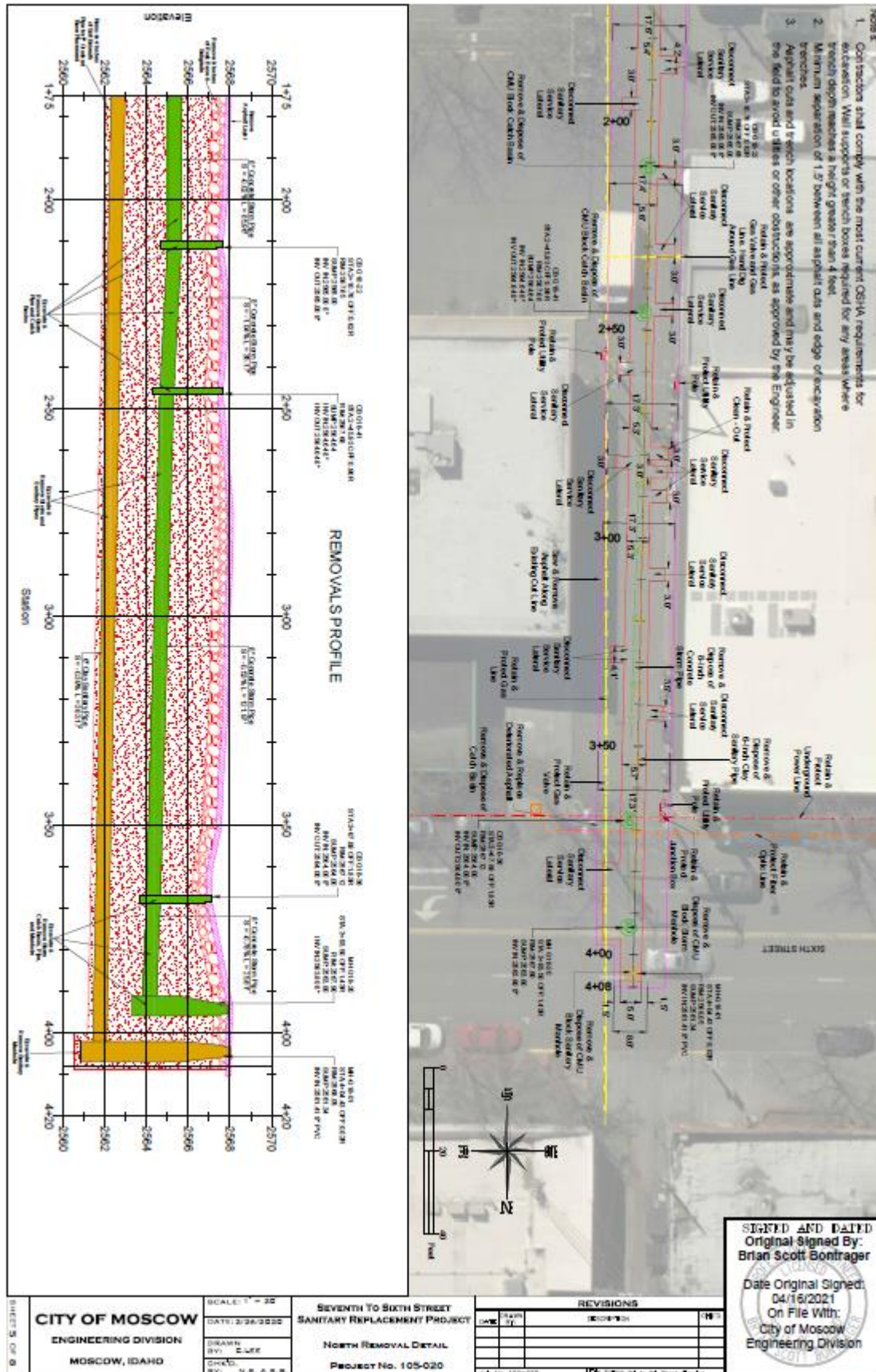
PROJECT DRAWINGS

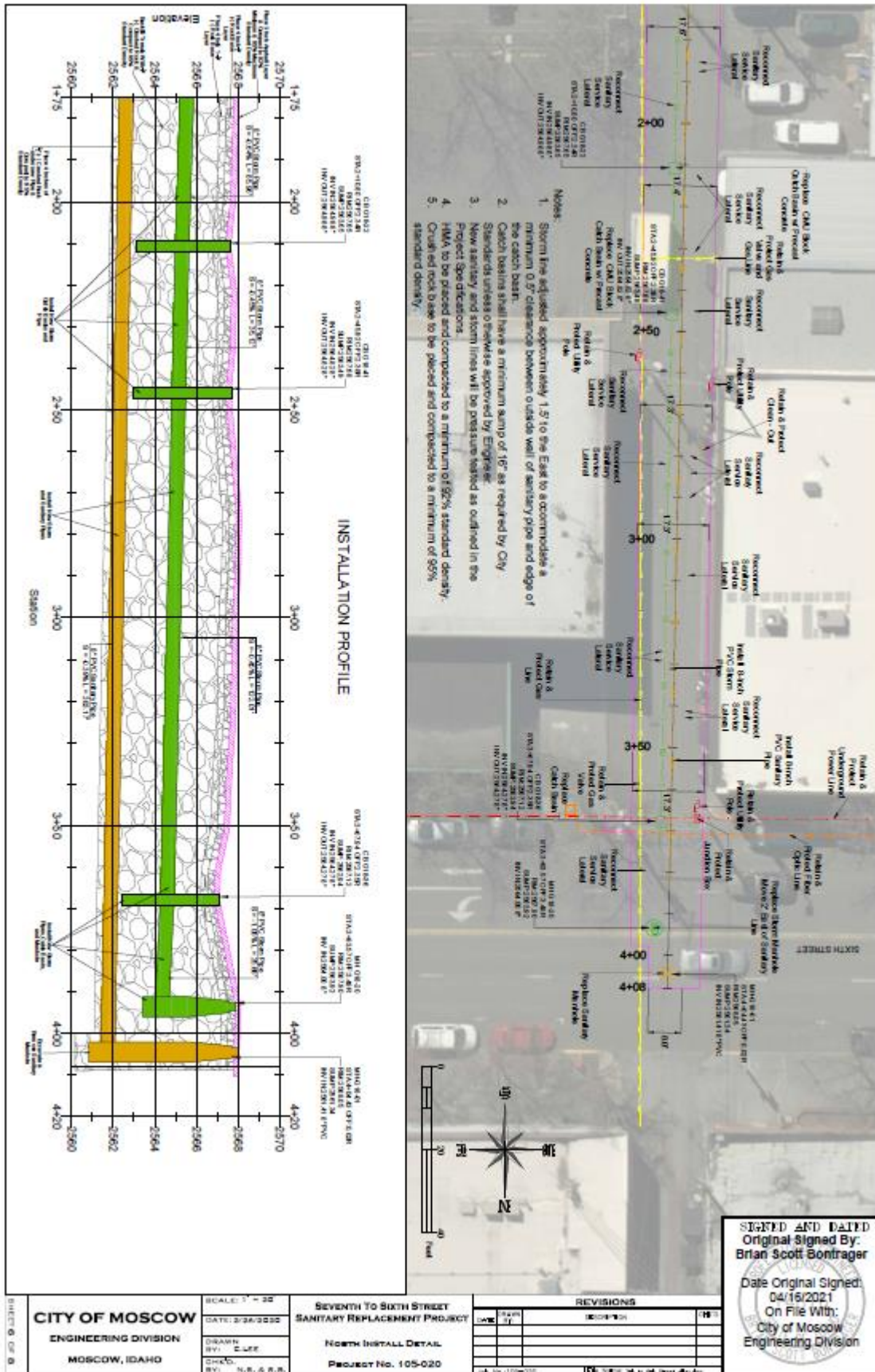


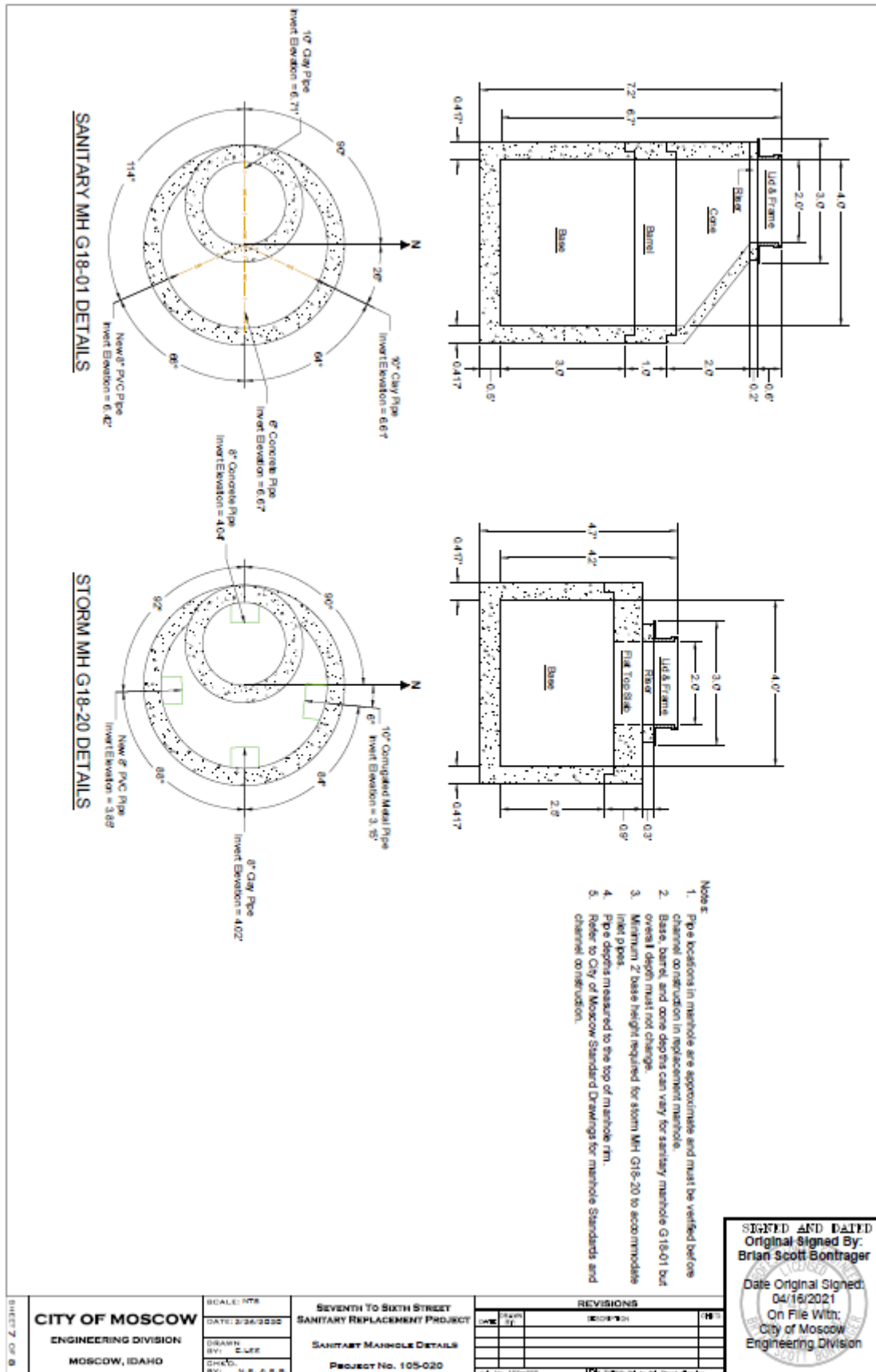














Attachment B

GERMER CONSTRUCTION
PO Box 10003
MOSCOW, IDAHO 83843

BID PROPOSAL

TO: Mayor and City Council
 City of Moscow, Idaho

Date: 4/30/21

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for SEVENTH TO SIXTH STREET SANITARY REPLACEMENT - 2021, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, 221 East Second Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. he undersigned further agrees that CITY shall have the right to accept or reject any bid item deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number n/a through n/a have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number 11359-AAA-1-2-3
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a.			
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for SEVENTH TO SIXTH STREET SANITARY REPLACEMENT PROJECT – 2021 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

GERMER CONSTRUCTION
PO Box 10003
MOSCOW, IDAHO 83843

GERMER CONSTRUCTION

PO BOX 10003

MOSCOW, IDAHO 83843

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$29,500.00	\$29,500.00
2A.	Remove / Dispose Bituminous Surface	707 SY	\$ 10.00	\$ 7,070.00
2B.	Remove / Dispose of 6" Clay Sanitary Pipe	383 LF	\$ 6.00	\$ 2,298.00
2C.	Remove / Dispose of 8" Concrete Storm Pipe	269 LF	\$ 6.50	\$ 1,748.50
2D.	Remove / Dispose of Catch Basin	4 EA	\$ 500.00	\$ 2,000.00
2E.	Remove / Dispose of Sanitary Manhole	1 EA	\$ 1,800.00	\$ 1,800.00
2F.	Remove / Dispose of Storm Manhole	1 EA	\$ 1,600.00	\$ 1,600.00
3.	8" PVC Sanitary Pipe (Class F Backfill)	383 LF	\$ 235.00	\$ 90,005.00
4.	8" PVC Storm Pipe (Class F Backfill)	269 LF	\$ 210.00	\$ 56,490.00
5.	Reconnect Existing Sewer Service	25 EA	\$ 575.00	\$ 14,375.00
6.	Storm Sewer Catch Basin	4 EA	\$ 2,000.00	\$ 8,000.00
7.	Sanitary Sewer Manhole (4' Diameter)	1 EA	\$ 5,900.00	\$ 5,900.00
8.	Storm Sewer Manhole (4' Diameter)	1 EA	\$ 4,395.00	\$ 4,395.00
9.	¾" (-) Crushed Rock Base	54 TON	\$ 32.00	\$ 1,728.00
10.	1 - ¼" (-) Crushed Rock Base	54 TON	\$ 34.00	\$ 1,836.00
11.	Hot Mix Asphalt Patching	121 TON	\$ 184.00	\$ 22,264.00
12.	Inlet Protection	3 EA	\$ 275.00	\$ 825.00
13.	Traffic Control	1 LS	\$42,480.00	\$ 42,480.00
14.	Bypass Pumping	1 LS	\$ 31,510.00	\$ 31,510.00
15.	Force Account	EST	\$ 17,000.00	\$ 17,000.00
			Bid Total	\$ 342,824.50

GERMER CONSTRUCTION
PO BOX 10003
MOSCOW, IDAHO 83843

Germer Construction, Inc.
Firm Name of Bidder


Signature of Bidder

Owner and President
Official Title

PO Box 10003, Moscow, ID 83843
Bidders Mailing Address

11359-AAA-1-2-3
Public Works License No.

Idaho
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 12:00PM

This 30th day of April, 2021

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond**CONTRACTOR:**

(Name, legal status and address)

Germer Construction, Inc.
140 E. Palouse River Drive
Moscow, ID 83843

OWNER:

(Name, legal status and address)

City of Moscow
221 E. 2nd Street
Moscow, ID 83843

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
818 W. Riverside Avenue, Suite 800
Spokane, WA 99201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Seventh to Sixth Street Sanitary Replacement Project - 2021
Moscow, Idaho

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of April, 2021.


(Witness)


(Witness) Shawn M. Wilson

Germer Construction, Inc.

(Principal)

(Seal)

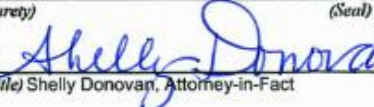
By: 

(Title)

Travelers Casualty and Surety Company of America

(Surety)

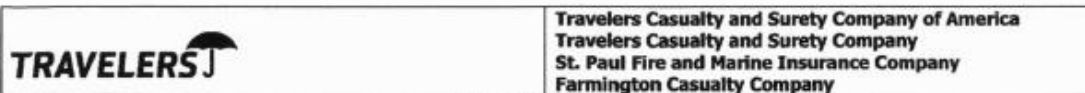
(Seal)

By: 

(Title) Shelly Donovan, Attorney-in-Fact



S-0054/AS 8/10



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Shelly Donovan of **Spokane, WA**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: Bid Bond
OR

Principal: Germer Construction, Inc.
Obligee: City of Moscow

Project Description: Seventh to Sixth Street Sanitary Replacement Project - 2021, Moscow, Idaho

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 6th day of May, 2019.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 6th day of May, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of April, 2021.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

Gateway on Sixth Monumentation Agreement - Todd Drage

RESPONSIBLE STAFF

Todd Drage

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

DESCRIPTION

James Stephens, on behalf of J & S Holding Company LLC, has submitted to the City a final plat for the development of the property east of Ghormley Park on Sixth Street. On September 8, 2020 The City Council approved the preliminary plat for this property. The final plat is titled Gateway on Sixth and will be presented for City Council approval on May 17th. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on May 10, 2021 and was recommended for approval.

STAFF RECOMMENDATION

Approve the monumentation agreement with J & S Holding Company LLC for Gateway on Sixth.

PROPOSED ACTIONS

ACTION: Approve the monumentation agreement with J & S Holding Company LLC for Gateway on Sixth.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. MonumentationAgreement - Gateway on 6th (2021)_final

**MONUMENTATION AGREEMENT
BETWEEN J & S HOLDING COMPANY, LLC AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2021 by and between J & S Holding Company, L.L.C., an Idaho Limited Liability Company, 11245 N. Eastshore Drive, Hayden, ID 83835 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as University Gateway on Sixth Addition to the City of Moscow; and

WHEREAS, DEVELOPER has not, at this time, set interior monuments as required by Idaho Code Section 50-1303; and

WHEREAS, DEVELOPER desires to record the final plat of University Gateway on Sixth Addition; and

WHEREAS, Idaho Code Sections 50-1331 through 50-1333 allow the setting of interior monuments for subdivisions following the recording of the final plat; and

WHEREAS, the parties mutually desire to ensure that such monuments be installed;

NOW THEREFORE, for and in consideration of the following mutual promises, DEVELOPER and CITY hereby agree and covenant as follows:

1. **PROPERTY AFFECTED:** Property which is subject to this Agreement is described as University Gateway on Sixth Addition to the City of Moscow (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference, see Attachment 'A'.
2. **PROFESSIONAL LAND SURVEYOR:** For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of Subdivision is John L. Dunn, Idaho PLS No.10162, of Rim Rock Consulting, Inc. in Moscow, Idaho.
3. **CONDITIONS OF RECORDING WITHOUT MONUMENTATION:** Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:
 - A. The exterior monuments have been set;
 - B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or

before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and

- C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.
4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:
- A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;
 - B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the SUBDIVISION plat; and
 - D. To furnish CITY with a cash deposit in the amount of Three Thousand Six Hundred Dollars (\$3,600), which is equal to the one hundred twenty percent (120%) of the Three Thousand Dollars (\$3,000) estimated by Surveyor to set Subdivision interior monuments.
5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Three Thousand Six Hundred Dollars (\$3,600) has been deposited with CITY as required by Section 4. D. of this Agreement.
6. RETURN OF DEPOSIT. If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in his or her official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.
10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the parties, heirs, assigns and successors and interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

Developers

City of Moscow:

James L. Stephens, Member
J & S Holding Company, L.L.C.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared James L. Stephens, owner of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC for the State of _____
Residing at _____
My Commission expires: _____



CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

COVID-19 Update and Request for Direction (ACTION ITEM) - Gary J. Riedner

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

Administrative Committee or Public Works / Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On December 7, 2020, the City Council adopted Resolution 2020-27, extending the Mayor's Amended Public Health Emergency Order 20-03 (APHEO 20-03), to June 9, 2021, and adopting metrics to consider in making decisions regarding early termination of APHEO 20-03. At the time the Center for Disease Control (CDC) recommended that persons maintain at least 6 feet of social distance and facial coverings to prevent the spread of the COVID-19 virus, and Idaho Governor Brad Little had designated that Idaho was in a modified Stage 2 of the Idaho Rebounds Plan. City Council has been monitoring the status of the City of Moscow and Latah County, as well as the state of Idaho regarding the pandemic. On April 27, 2021, the CDC issued revised recommendations stating that fully vaccinated persons may engage in outdoor activities without facial coverings. On May 11, 2021, Governor Little moved the state of Idaho from Stage 3 to Stage 4 of the Idaho Rebounds Plan. On May 13, the CDC again revised its recommendations to state that fully vaccinated people may engage in both outdoor and indoor activities without facial coverings or staying 6 feet apart. Public Health-Idaho North Central District (PHINCD) has indicated that approximately 46% of Latah County residents are vaccinated. The seven-day moving average of newly diagnosed COVID-19 cases in Latah County has been averaging between 4-4.6. Washington State University has recessed to summer break, and the University of Idaho will do the same after graduations on May 15-16, 2021. Staff will provide an updated COVID-19 status report to Council, and has included a draft Resolution should City Council wish to take some action regarding termination of APHEO 20-03.

STAFF RECOMMENDATION

Receive COVID-19 status report update and consider the draft resolution, or provide staff further direction.

PROPOSED ACTIONS

PROPOSED ACTIONS:

Receive COVID-19 status report update and consider the draft resolution, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2021- Terminating Amended Public Health Emergency Order 20-03_DRAFT2_draft

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE TERMINATION OF THE MAYOR'S AMENDED PUBLIC HEALTH EMERGENCY ORDER 20-03 MADE EFFECTIVE JULY 2, 2020; AND PROVIDING THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the health and safety of all citizens of the city of Moscow is the greatest priority and is of the upmost importance to the Mayor and City Council; and

WHEREAS, in early 2020 the world became aware of a novel virus, called the coronavirus (hereinafter, COVID-19), a respiratory disease caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person, which can result in serious illness or death thereby threatening widespread and/or severe damage to life or property, thereby creating an "emergency" as defined by Idaho Code § 46-1002; and

WHEREAS, local, state, federal and world leaders began to respond to address the novel coronavirus pandemic and minimize its impacts based on the information known at the time and as it evolved; and

WHEREAS, the Mayor and City Council made decisions based on science, recommendations from medical experts, and community partners throughout the pandemic with the purpose of prioritizing the health and safety of all citizens of Moscow, which included the issuance and continuance of Amended Public Health Emergency Order No. 20-03; and

WHEREAS, On May 11, 2021, Governor Brad Little moved Idaho to Stage 4 of the Idaho Rebounds Plan and updated the "Stay Healthy Guidelines"; and

WHEREAS, recommendations from the Public Health-Idaho North Central District, and City's institutional partners indicate that cases of COVID-19 in the area have declined in combination with high percentages of area citizens having been vaccinated; and

WHEREAS, the CDC has updated its recommendations for fully vaccinated people, which includes but is not limited to, that fully vaccinated people:

- Can resume activities that they did prior to the pandemic.
- Can resume activities without wearing a mask or staying 6 feet apart, except where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and workplace guidance.

WHEREAS, the Idaho Division of Public Health states that 44.8% of Idaho's population 16 and older and 73.8 % of Idaho's population 65 and older have been vaccinated as of May 12, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moscow as follows:

The Amended Public Health Emergency Order 20-03, ordering every person to maintain a 6-foot physical distance from non-household members when in locations open to the public, within city limits, and to wear a face covering when the 6-foot physical distance is unable to be maintained from non-household members, signed into effect on July 1, 2020, by Mayor Bill Lambert, attached as Exhibit A, shall be terminated.

The following are guidelines that the Mayor and City Council strongly encourage businesses and people to make according to their situation and needs:

- 1) persons that have not received the COVID-19 vaccination, to continue to keep 6-foot physical distance from non-household members and wear face coverings when in public when distance is unable to be maintained;
- 2) businesses are permitted to implement more strict regulations, including a mandatory requirement that patrons wear a face covering when entering and remaining in their establishment; and
- 3) to continue to follow the guidelines and Idaho Rebounds plan issued by the Department of Health and Welfare and Idaho Governor Brad Little.

That this Resolution shall become effective as of the ____ day of May, 2021.

PASSED BY THE CITY COUNCIL AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of May, 2021.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Exhibit A

NO. 606727
AT THE REQUEST OF
CITY OF MOSCOW
DATE & HOUR 7.1.2020 2:45
HENRIANNE K. WESTCOTT
LATAH COUNTY RECORDER
FEE \$ 0 BY: S. Chapman

THE CITY OF MOSCOW

AMENDED PUBLIC HEALTH EMERGENCY ORDER No. 20-03

FACE COVERINGS AND 6 FOOT SOCIAL/PHYSICAL DISTANCING

July 1, 2020

- WHEREAS,** the health and safety of all citizens of the city of Moscow is the greatest priority and is of the utmost importance of the Mayor and City Council; and
- WHEREAS,** the coronavirus (hereinafter, COVID-19), is a respiratory disease caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person, which can result in serious illness or death thereby threatening widespread and/or severe damage to life or property thereby creating an “emergency” as defined by Idaho Code § 46-1002; and
- WHEREAS,** the Centers for Disease Control and Prevention (hereinafter “CDC”) identifies the potential public health threat posed by COVID-19 both globally and in the United States as “high”, and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and
- WHEREAS,** on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak a “public health emergency of international concern”; and
- WHEREAS,** on January 31, 2020, Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19; and
- WHEREAS,** on March 11, 2020, The World Health Organization (WHO) made the assessment that COVID-19 can be characterized as a pandemic; and
- WHEREAS,** on March 13, 2020, the Idaho Governor Brad Little, pursuant to Idaho Code § 46-1008, declared a state of emergency due to COVID-19, which is still in effect; and
- WHEREAS,** on March 13, 2020, the President of the United States issued an emergency declaration for the country in response to the increasing number of COVID-19 cases within the U.S., which is still in effect; and
- WHEREAS,** on March 13, 2020, Moscow Mayor Bill Lambert issued a Local Emergency Proclamation, declaring a local disaster emergency due to the occurrence and imminent threat to public health and safety arising from the effects of the 2019 novel coronavirus (COVID-19), pursuant to Idaho Code § 46-1011 and other relevant sections of Idaho Code; and

- WHEREAS,** on March 16, 2020, the Moscow City Council adopted Resolution 2020-05, authorizing continuation of Mayor Lambert's Local Emergency Proclamation until May 5, 2020; and
- WHEREAS,** on March 20, 2020, the Council for the city of Moscow adopted an ordinance enacting a new Chapter 11 to Title 1 of the Moscow City Code, setting forth the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and
- WHEREAS,** on March 20, 2020, Mayor Lambert issued the first Public Health Emergency Order No. 20-01, instituting regulations regarding mass gatherings, restaurants and bars to help prevent the spread of COVID-19; and
- WHEREAS,** on March 20, 2020, the City Council extended such Public Health Emergency Order No. 20-01 to May 5, 2020, to provide for the ongoing threat to public life and property; and
- WHEREAS,** on March 24, 2020, Moscow Mayor Bill Lambert proclaimed and declared Public Health Emergency Order No. 20-02 prohibiting gatherings in groups of more than ten (10) persons within a facility, which also applied to educational institutions, expressive and associative activities, including assembly, and church and religious organization activities; and
- WHEREAS,** on March 25, 2020, Governor Brad Little issued a proclamation declaring that there existed an extreme emergency within the State of Idaho and through a press conference declared he was issuing a statewide stay-home order; and
- WHEREAS,** on March 25, 2020, pursuant to Idaho Code § 56-1003(7), Idaho Department of Health and Welfare Director, Dave Jeppesen, issued an Order to Self-Isolate for all individuals living in Idaho, at the direction of Governor Brad Little, to fight the community spread of COVID-19 that had been confirmed in Idaho. The Order was effective until April 15, 2020, subject to be extended, rescinded, superseded, or amended. The isolation order was issued based on advice and direction of state, federal and local public health experts; and
- WHEREAS,** on March 26, 2020, it was deemed necessary by the City Council to extend such Public Health Emergency Order No. 20-02 to May 5, 2020, to provide for the ongoing threat to public life and property, and the Council wished to continue to be proactive and help reduce the spread of COVID-19 and to encourage our community members and community businesses to do their part to prevent and limit the spreading of COVID-19; and
- WHEREAS,** on April 15, 2020, Idaho Department of Health and Welfare Director, Dave Jeppesen, amended the Order to Self-Isolate issued on March 25, 2020, providing

AMENDED PUBLIC HEALTH EMERGENCY ORDER No. 20-03 - Page 2 of 7

additional guidance regarding travel into Idaho, regarding certain businesses, and extending the Self-Isolation Order until April 30, 2020; and

WHEREAS, on April 22, 2020, Governor Little issued a proclamation declaring an extreme emergency within the State of Idaho and declaring the state of emergency proclamation issued on March 13, 2020 and extended on March 25, 2020, continues to be in effect and is extended for a period of thirty (30) days unless terminated, modified or extended; and

WHEREAS, on April 30, 2020, Governor Little and Director Jeppesen of the Idaho Department of Health and Welfare, issued the "Stay Healthy Order" effective as of 12:00 a.m. May 1, 2020, implementing Stage 1 of the Governor's Idaho Rebound plan, and which can be found on the website: rebound.idaho.gov. Governor Little's plan is one of utilizing a four-staged approach to reopening Idaho and its economy, whereby specific criteria must be met before Idaho advances to the next stage of reopening. The Idaho Division of Public Health and the Governor's Coronavirus Working Group will review the criteria every two weeks to assess if criteria are met, or continue to be met, so Idaho can move to the next stage; and

WHEREAS, the Council and Mayor have supported the Governor's guidelines and plans for systematically assessing existing conditions and slowly lifting the current regulations in place through the Stay Healthy Order and the now Stay Healthy Guidelines, and to utilize the proposed staged approach for reopening Idaho; and

WHEREAS, the Council and Mayor permitted the Mayor's Proclamation of Local Disaster Emergency as modified by Resolution 2020-05, and the Public Health Emergency Orders 20-01 and 20-02 to terminate on May 1, 2020, to avoid any confusion in light of the Stay Health Order in effect for all of Idaho at that time; and

WHEREAS, on June 24, 2020, Washington Secretary of Health, John Wiesman, issued Order 20-03, an order for all of Washington state which requires all individuals to wear a face covering that covers their nose and mouth when in any indoor and outdoor public space when the 6-foot physical distancing is not possible, with limited exceptions; and

WHEREAS, on June 26, 2020, the District Board of Central District Health, State of Idaho, issued an emergency quarantine order pursuant to Idaho Code § 56-1003(7), IDAPA 16.02.10.065.09, Idaho Code § 39-415 and § 67-5247, for Ada County bars and nightclubs open to the public for on-site consumption of beverages, be placed under quarantine and must remain closed to on-site consumption; prohibits large venue gatherings; requires six foot physical distancing from non-household members, and makes any violation of said order a misdemeanor pursuant to Idaho Code § 56-1003(7)(c); and

AMENDED PUBLIC HEALTH EMERGENCY ORDER No. 20-03 - Page 3 of 7

- WHEREAS,** on June 29, 2020, Whitman County, which is located at the western Moscow City limits, reported it has 38 confirmed cases of COVID-19; and
- WHEREAS,** on June 29, 2020, Spokane County, which is located less than 79 miles from Moscow, reported it has 1,344 confirmed cases of COVID-19; and
- WHEREAS,** on June 30, 2020, the state of Idaho reported 6,117 confirmed and probable cases of COVID-19, 261 of which are located in Kootenai County and where Kootenai County has been identified as a “hotspot” by the Idaho Department of Health and Welfare, which is located less than 80 miles to the north of Moscow; and
- WHEREAS,** on June 30, 2020, Latah County has 16 confirmed cases and 5 probable cases of COVID-19; and
- WHEREAS,** on June 30, 2020, The Idaho North Central District, which includes Clearwater County, Idaho County, Latah County, Lewis County and Nez Perce County is reporting a total of 121 confirmed and probable cases of COVID-19; and
- WHEREAS,** the Department of Health and Human Services Centers for Disease Control (“CDC”) is reporting that as of June 30, 2020, the United States has 2,581,229 confirmed cases of COVID-19, and 126,739 total deaths; and
- WHEREAS,** Idaho is currently in Stage 4 of Governor Little’s Idaho Rebound Plan, which no longer has any mandatory requirements as the previous Stay Healthy Orders; and
- WHEREAS,** Governor Little has stated on numerous occasions due to Idaho’s diverse and expansive state, and that not all counties have confirmed cases of COVID-19, he is not mandating statewide face coverings or physical distancing for non-household members and is trusting and encouraging local officials to take any measures they deem necessary and appropriate to protect their community; and
- WHEREAS,** both the CDC, the federal government, and the Idaho Department of Health and Welfare and the Idaho North Central Health District have recommended practices to prevent the rapid spread of COVID-19, including maintaining six (6) feet of physical distancing from non-household members and the wearing of face coverings when in public settings and the six feet of physical distancing from others cannot reliably be maintained. The policies, along with other information, are available on the CDC’s official COVID-19 website. (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>); and
- WHEREAS,** the spread of COVID-19 continues to threaten the life and health of the public and public health is imperiled by the person-to-person spread of COVID-19, and the reduction of opportunities for the person-to-person transmission of COVID-19 is necessary to combat the spread of the disease; and
- WHEREAS,** the City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in city affairs

AMENDED PUBLIC HEALTH EMERGENCY ORDER No. 20-03 - Page 4 of 7

that are not in conflict with the general laws or the constitution of the state of Idaho (I.C. § 50-301); and

WHEREAS, the City is empowered to make all such ordinances, bylaws, rules, regulations and resolutions not inconsistent with the laws of the state of Idaho as may be expedient, in addition to the special powers in this act granted, to maintain the peace, good government and welfare of the corporation and its trade, commerce and industry (I.C. § 50-302); and

WHEREAS, under Moscow City Code section 2-1-7 and Idaho Code § 50-304, the City may pass all ordinances and make all regulations necessary to preserve the public health; prevent the introduction of contagious diseases into the city; make quarantine laws for that purpose and enforce the same within five (5) miles of the city; and

WHEREAS, under Idaho Code § 50-606, the Mayor shall have such jurisdiction as may be vested in him/her by ordinance over all places within five (5) miles of the corporate limits of the city, for the enforcement of any health or quarantine ordinance and regulation thereof, and shall have jurisdiction in all matters vested in him/her by ordinance, except taxation, within one (1) mile of the corporate limits of said city and over such properties as may be owned by the city without corporate limits; and

WHEREAS, the city of Moscow has had 3 restaurants voluntarily close for self-quarantine due to a staff member having tested positive for COVID-19 and/or having been exposed to someone who tested positive for COVID-19; and

WHEREAS, the risk of community spread throughout the city of Moscow is a continued threat, especially due to our unique location in Idaho and our close proximity to states and locations where there is a large number of confirmed COVID-19 cases and evidence of community spread; and

WHEREAS, the rapid spread of COVID-19 to date requires a more aggressive proactive response in order to protect the public and resources to address the supply issues we as a city, state and nation currently face.

NOW, THEREFORE, I, Bill Lambert, Mayor of the City of Moscow, Idaho, by virtue of the authority vested in me by Moscow City Code Title 1-11-05(B), and the common law authority to protect the public in the event of an emergency, in order to encourage and enforce Social/Physical Distancing of non-household members and reduce the potential for spread of the COVID-19 virus, hereby order as follows:

1. Every person in the city of Moscow must wear a face covering that covers their nose and mouth when in any indoor or outdoor public setting where the 6-foot physical distancing is not able to be maintained with non-household members, except as follows:
 - a. This Order does not apply to children under 5 years old, however, with the assistance and close supervision of an adult the City strongly recommends

AMENDED PUBLIC HEALTH EMERGENCY ORDER No. 20-03 - Page 5 of 7

- children wear face coverings when in public spaces where the 6-foot physical distancing cannot be maintained;
- b. This Order does not apply to persons with a medical condition, mental health condition, or disability that prevents wearing a face covering;
 - c. This Order does not apply to those who are incarcerated;
 - d. Individuals may remove their face covering when in a public setting under the following circumstances:
 - i. While at a restaurant, at an establishment or location that allows or offers food or beverage service, while they are eating or drinking, provided that they are able to maintain a distance of at least 6-feet from other guests or other non-household members;
 - ii. When any party to a communication is deaf or hard-of-hearing and not wearing a face covering is essential to communication;
 - iii. While obtaining a health or personal service that requires temporary removal of the face covering;
 - iv. When necessary to confirm a person's identity; and
 - v. When local, state or federal law prohibits wearing a face covering or requires the removal of a face covering.
2. Every person in the city of Moscow, when in places that are open to the public, shall maintain 6-foot physical distancing from a non-household member, whenever possible.
3. Definitions.
- a. "Household Members" are defined as people who reside in the same residence regardless of familial relation and people who enter a residence to provide a caretaking function.
 - b. "Public Setting" is defined as any place that is open to the public.
4. If this Order and any action of any other agency or official are in conflict, the more protective and most restrictive requirement must be followed, unless prohibited by a state or federal statute or rule.
5. **Exemptions.** Nothing in this order shall constrain the duties and powers of the City, the Mayor, or other governmental agencies.
6. **Penalty.** In accordance with Moscow City Code Section 1-11-10, any person who knowingly violates the provisions of this order may be charged with a misdemeanor. The maximum penalties for this offense are up to 6 months in the county jail and a \$1,000 fine.

This Emergency Order shall take effect at 12:00 a.m. on July 2, 2020, and shall remain in full force and effect for seven (7) days, subject to be extended by City Council through Resolution unless it is terminated or modified at an earlier date.

606727

IN WITNESS WHEREOF, I have hereunto set my hand on this 1ST day of July, 2020.



Bill Lambert

Bill Lambert, Mayor



Laurie M. Hopkins
Laurie M. Hopkins, City Clerk

AMENDED PUBLIC HEALTH EMERGENCY ORDER No. 20-03 - Page 7 of 7

CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

Public Hearing: Harvest Hills Planned Unit Development and Replat of Lot 1, Block 1 of Harvest Hills 1st Addition (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicant, Phil Rheingans, is proposing a Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twin-home parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD. The Planning and Zoning Commission conducted a public hearing for this matter on April 28, 2021 and recommended approval of the proposed PUD with no conditions and recommended approval of the preliminary plat with two (2) conditions.

STAFF RECOMMENDATION

After conducting the public hearing and upon consideration of testimony received:

1. Approve the PUD for Harvest Hills.
2. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria and Standards.
3. Approve the preliminary plat with the two (2) conditions recommended by the Planning and Zoning Commission.
4. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.

PROPOSED ACTIONS

PROPOSED ACTIONS:

After conducting the public hearing and upon consideration of testimony received:

1. Approve the PUD for Harvest Hills; or approve the PUD with conditions; or reject the PUD; or take other such action deemed appropriate.
2. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria and Standards; or direct Staff to prepare a Reasoned Statement of Relevant Criteria and Standards for the Council's consideration at a future meeting.
3. Approve the preliminary plat with the two (2) conditions recommended by the Planning and Zoning Commission; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other such action deemed appropriate.
4. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Public Hearing Notice
3. PUD Packet
4. Public Comments
5. P&Z RCS PUD
6. P&Z RCS Replat
7. P&Z minutes

CITY OF MOSCOW
COMMUNITY PLANNING AND DESIGN DEPARTMENT
STAFF REPORT

Hearing Date: May 17, 2021

GENERAL INFORMATION

Hearing Body: City Council

Subject:

1. Proposed Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twinhome parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD.

Attachments:

1. Notice of Public Hearing
2. Application for Planned Unit Development
3. Application for Preliminary Plat
4. Proposed Preliminary Plat
5. Neighborhood Meeting Materials

STAFF REVIEW

Proposal: The applicant, Phil Rheingans, is requesting a proposed Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twinhome parcels ranging from 2,643 to 6,602 square feet in size, four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size, and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size. The proposal is referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD.

Site and Area Land Use: The subject property is currently a vacant lot identified as Lot 1, Block 1 of the Harvest Hills 1st Addition. The subject property was platted in 2016 as a 2.16-acre parcel in the Harvest Hills 1st Addition. The property is adjacent to single family residential developments (Damen's Addition, Skyview Estates Addition, Moser Estates Addition) to the north and the Rolling Hills Additions to the south. The remainder of the lots within the Harvest Hills 1st Addition to the south and east are currently developed as twinhome lots.

Background: In 2015, the applicant submitted the Harvest Hills 1st Addition subdivision plat for 7.45 acres of the entire 24.7-acre property. The applicant proposed to rezone the majority of the property to Medium Density Single Family Residential (R-3) and plat twinhomes lots and also create a 2.2-acre Neighborhood Business (NB) lot at the intersection of Mountain View Road and Third Street. On February 1, 2016, City Council approved the proposed rezone request and then on April 18, 2016 the Council approved the preliminary subdivision plat for Harvest Hills 1st Addition with three conditions. One of the conditions required the applicant to provide nine (9) on-street parking spaces on the north side of Third Street.



Vicinity Map

The subject property has already been pre-graded as part of the grading of Harvest Hills 1st Addition. The property averages around a 6% slope, with the exception of the area along the north property lines which contains a relatively steep slope down to the stormwater detention pond and Paradise Creek.



Topography Maps

Comprehensive Plan Land Use Designation:

The subject property is currently designated by the 2019 Comprehensive Plan as Suburban Commercial (SC). According to the Comprehensive Plan, SC designated areas are,

“designated areas are intended to provide local and neighborhood commercial services in a manner that is compatible within a residential neighborhood environment. Lands appropriate for this designation include areas in close proximity to higher-density residential development and intersections of designated collector or arterial streets near residential development. Developments within these designated areas should include additional building scale and design standards (e.g., roof shape and materials, building height, setbacks, lighting, signage, etc., coupled with increased buffer yard requirements would better ensure compatibility). Developments within Suburban Commercial designated areas should limit the floor area ratios and require greater landscaping. Suburban Commercial designated areas are most appropriately zoned Neighborhood Business (NB).”

All of the surrounding subdivisions are designated as Auto-Urban Residential, except for the park pathway property to the west which is designated as Parks and Open Space.

The Comprehensive Plan designates Mountain View Road as a minor arterial and Third Street as a collector. All other surrounding streets are designated as local neighborhood streets.



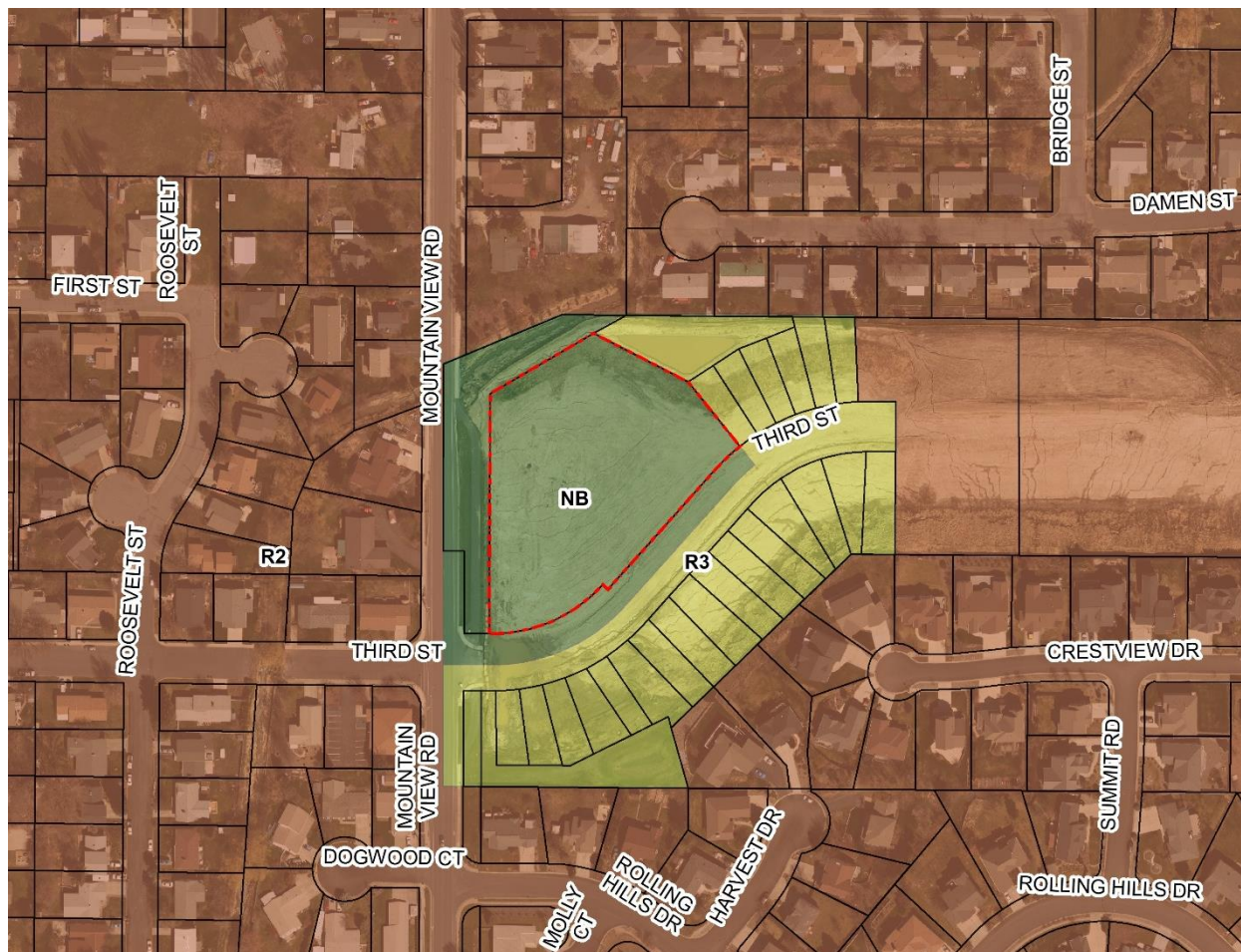
Current Comprehensive Plan Land Use Designations

Zoning: The subject property is currently designated as the Neighborhood Business (NB) Zoning District. The properties directly adjacent to the south and east are designated as Medium Density Residential (R-3). All other surrounding properties are within the Moderate Density Residential (R-2) Zoning District.

The NB Zoning District is appropriately applied in the following circumstances:

1. Where local commercial facilities will serve the everyday needs of a limited neighborhood area;
2. Where activity levels associated with small scale office development can be accommodated or tolerated by surrounding land uses and existing public services;
3. Where a neighborhood core is identified which is easily accessible by pedestrian or vehicular circulation; and
4. Where such commercial development will result in minimal interference with residential uses in the vicinity of the NB Zoning District.

Uses permitted within the NB Zone include residential uses above or behind a commercial use on the property, community and market gardens, fitness centers, veterinary services, professional offices, restaurants, coffee and espresso stands, child care facilities, community/neighborhood centers, health care services, museums and art galleries, religious facilities, retail and personal services, off-street parking areas, and bed and breakfast inns.



Current Zoning

Preliminary Plat: The applicant is proposing to subdivide the existing 2.16-acre parcel to create ten (10) twin-home parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size. All of the proposed lots meet the minimum lot size of 5,000 sf for standard lots, 2,250 sf for twinhome lots, and 1,800 sf for townhouse lots within the NB Zoning District. Additionally, all of the proposed lots meet the minimum lot width of 50 ft for standard lots, 25 feet for twinhome lots, and 18 feet for townhouse lots.

PUD: The applicant is proposing to construct 10 twinhome dwellings, 4 townhouse dwellings, and create a 17,905 square foot parcel on the northeast corner of Mountain View Road and Sixth Street. The primary reason for the PUD request is to allow a private street which serves the proposed lots. The private street is proposed to be a 20-foot paved width with curb and a 4-foot sidewalk on one side of the street. Contained within the center of the private drive is an open space island that contains 9 angled common parking spaces.

The proposed twinhome lots range from 2,643 to 6,602 square feet in size and the buildings are the same design as the twinhomes that have been constructed on the south side of Third Street in Harvest Hills 1st Addition. The buildings are two stories in height, have covered front porches,

recessed garages, and rear patios. The exterior building materials include Hardi Board siding, glulam posts and beams, and a 6:12 roof pitch with asphalt shingles. A larger single car garage, living room, dining room, kitchen, and bathroom are on the first floor. The second floor contains four bedrooms, two bathrooms, and a laundry room. The total square footage of the floor plans are approximately 2,100 square feet. The applicant is requesting a slight reduction in the exterior side yard setbacks because of the pie shape of the lots as they surround the looped private street. The required twinhome exterior side setback is 8 feet and the applicant is requesting a 7 foot setback. The front setbacks adjacent to the private street range between 8 to 25 feet, depending on the location of the lot. The setback to all garage doors will all be at least 20 feet to allow the parking of a single vehicle in the driveway. The rear setbacks are all proposed to meet the 20-foot setback requirement, but the street side setback along Third Street is proposed to be reduced from 10 feet to 5 feet.

The proposed townhouse lots range from 2,592 to 3,852 square feet in size and the buildings are of a similar design to the twinhomes constructed on the south side of Third Street in the Harvest Hills 1st Addition. The exterior building materials and floor plans are similar to the proposed twinhome design. The applicant is requesting a reduction in the exterior side yard setback for the townhouse on Lot 2, adjacent to the Neighborhood Business parcel. The townhouse exterior setbacks are required to be 8 feet and the applicant is requesting 3 feet on Lot 2. The other exterior side setback on Lot 5 meets the required setback.

The proposed 17,905 square foot Neighborhood Business (NB) lot is intended to be a vacant lot that would be developed in the future. Any use currently allowed in the NB Zone would be permitted, but per the PUD code, the property must incorporate at least one commercial use located along the primary street frontage. Any development would need to meet all of the typical requirements of the NB Zone.

A 10-foot-wide Type A landscape buffer is typically required along the exterior property lines of NB Zoned property when adjacent to property zoned R-2 or R-3. Since the proposed use of the twinhomes and townhouses is residential and similar to the surrounding land uses, staff is recommending that a Type A buffer not be required except for the 17,905 square foot parcel which will be developed with a commercial component.

Water and Sewer: Water service is proposed to be extended via an existing water main that is located Third Street. A new water main will be looped around the private street in order to serve all of the proposed lots.

It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 14 lots could be reasonably anticipated to use approximately 1.31 million gallons of water per year (14 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 1.31 M gallons/year).

Sanitary sewer currently exists within Third Street, as well as Mountain View Road. A new main will be constructed within the center of the private street and extended through a 10-foot-wide sewer easement between Lots 5 and 6 to the existing main in Mountain View Road.

Storm Sewer will be conveyed through a new main in the private street that ultimately is conveyed to the stormwater detention ponds within Harvest Hills 1st Addition. There is a proposed swale

shown on the east side of the park property along Mountain View Road. Engineering is recommending that the applicant relocate the stormwater facility outside of the park property.

Access, Streets, Traffic: The subject property is located adjacent to Third Street to the west which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street. A portion of the north side of Third Street within Harvest Hills 1st Addition is widened to provide nine (9) on-street parking spaces per a City Council condition for the Harvest Hills 1st Addition plat. Third Street has also been widened near the intersection of Third Street and Mountain View Road to accommodate a left turn lane.

The proposed private street which loops through the development is proposed to be a 20-foot paved width with curb and a 4-foot sidewalk on one side of the street. This proposed street meets the City's standard for private streets and there will be no on-street parking, but the applicant has provided 9 angled parking spaces within the center open space island.

Parkland Dedication: The applicant has previously dedicated two parkland tracts within Harvest Hills 1st Addition which has satisfied the parkland dedication requirement for the subject property. Since the zoning designation is remaining the same, there is no change in the parkland dedication requirement.

Input From Other Departments:

Engineering Division: The Engineering Department has submitted comments via the attached memo from Todd Drage, Engineering Technician, dated April 21, 2021. Engineering is recommending two conditions pertaining to the stormwater management on the site.

RELEVANT CRITERIA & STANDARDS:

1. **The proposed subdivision is in conformance with all applicable City Code requirements.**
 2. **The proposed subdivision is in general conformance with the Comprehensive Plan.**
 3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.**
 4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.**
-
1. **The proposed PUD is consistent with the Comprehensive Plan.**
 2. **The proposed PUD is consistent with the intents and purposes of this Chapter.**
 3. **The proposed PUD is compatible with the character and uses in the surrounding area.**
 4. **Public services and utilities are available or can be made available and are adequate to accommodate the proposed PUD.**
 5. **The proposed PUD will not endanger the public health or safety.**
 6. **The residential densities, proposed land uses, and design proposed within the PUD promote the innovative, efficient, economic and attractive development of the subject property.**

RECOMMENDATIONS:

After conducting the public hearing and upon consideration of testimony received:

1. Approve the PUD for Harvest Hills.
2. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria and Standards.
3. Approve the preliminary plat with the two (2) conditions recommended by the Planning and Zoning Commission:
 - i. The stormwater runoff control facility design shall be evaluated to verify that there will be zero net increase in the rate of stormwater runoff from the development as a result of design changes.
 - ii. The proposed stormwater swale running north to south along the east side of the parkland parcel shall be relocated so that it will not be on property previously dedicated as parkland for the development.
4. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.

NOTICE OF PUBLIC HEARING

Proposal for a Planned Unit Development (PUD), Replat, and a Preliminary Subdivision Plat for property generally located east of the intersection of Third Street and Mountain View Road within the City of Moscow. Permit Applications LUP2021-0007 and LUP2021-0008

A public hearing at which you may be present and speak will be conducted by the Moscow City Council at which time the following proposals will be considered:

1. Proposed PUD and Replat of a 2.16-acre parcel (Area #1 below) to create ten (10) twinhome parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,505 to 4,159 square feet in size; and one (1) Neighborhood Business (NB) parcel of 18,812 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD.
2. Proposed Preliminary Plat of a 17.2-acre area (Area #2 below) to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition.

The City of Moscow Planning and Zoning Commission conducted a public hearing for this proposal on April 28, 2021 and recommended approval to City Council with two (2) conditions.

MEETING DATE: Monday, May 17, 2021

HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00 p.m.

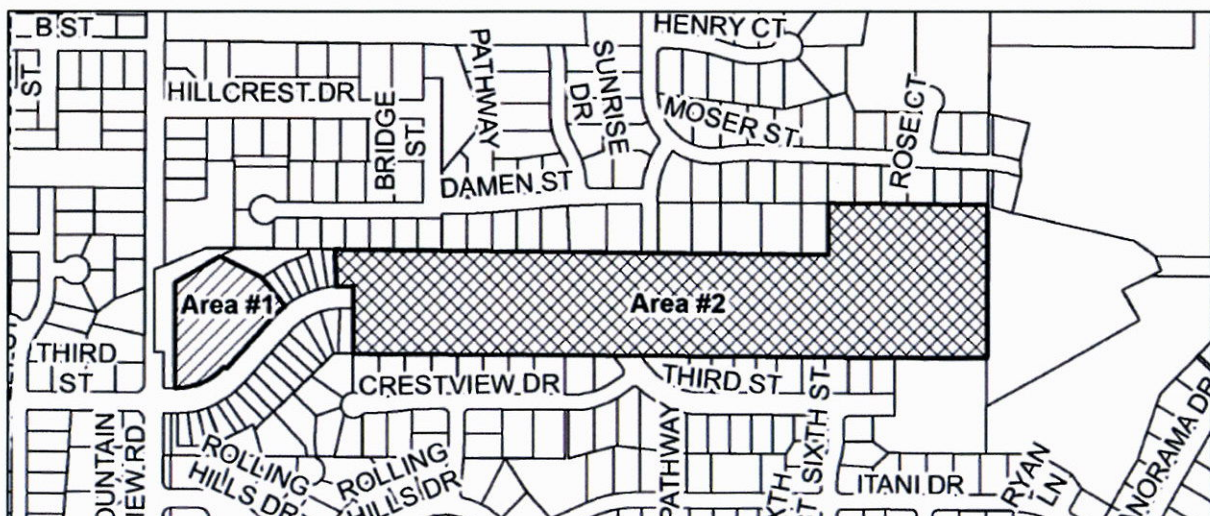
Note: Meeting start time is not necessarily indicative of the hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting. The file containing information on this matter is available for public review at the Community Planning & Design Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: <http://id-moscow.civicplus.com/593/Public-Hearing-Notices>

Laurie M. Hopkins, Moscow City Clerk


Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, May 1, 2021





**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph.: 208-883-7035
Fax: 208-883-7033
jfleischman@ci.moscow.id.us

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$895	
Receipt Number			

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

APPLICANT:

Name: Phil Rheingans Telephone: 619-520-8753
Complete Address: PO Box 8986 Moscow, ID 83843
E-Mail: megandh@hotmail.com Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: Scott Becker Telephone: 208-882-3520
Complete Address: 405 S Washington
E-Mail: scottbecker@moscow.com Fax: _____

Primary point of contact (select one): Applicant _____ Owner _____ Engineer/Surveyor X

PROPERTY:

- Proposed Subdivision Name: Replat Harvest Hills Lot 1 Block 1
- Address(as) or Parcel Number(s): Lot 1 Block 1 Harvest Hills Addition
- Legal Description: *Please attach copy of full description.*
- Gross area of all land involved: 2.16 acres, and/or _____ sq. ft.
- Total Net Area of land area exclusive of proposed or existing public street and other public lands:
1.69 acres, and/or _____ square feet.
- Total number of lots: 15 Average lot size: 4097
- Existing Zoning of subject property: NB

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

Oversizing of utilities will not be eligible for reimbursement from the City unless a written request is submitted to the City Engineer prior to approval of the project construction drawings and a written approval of such request is issued by the City Engineer.

PROJECT DESCRIPTION:

Please describe the concept of the proposed subdivision and approximate percentage (%) of each proposed new land use, i.e. 75% single family residential; 20% multi-family; 5% commercial. Also include any proposed park land and the acreage:

75% Single Family Lots, 25% Commercial, Parkland has been previously dedicated.

PRELIMINARY PLAT CHECKLIST:

- _____ 1. Subdivision name
- _____ 2. Location: Section, Township, Range
- _____ 3. Subdivider's name & address
- _____ 4. Engineer/surveyor name & address
- _____ 5. Date of subdivision
- _____ 6. Reference to adjoining subdivisions with names
- _____ 7. North arrow
- _____ 8. Scale, not less than 1 in. = 60 ft.
- _____ 9. Existing and proposed right-of-way or public tracts with widths and names
- _____ 10. Lot and block layout with numbering and dimensions
- _____ 11. Existing zoning designation, or proposed if a rezone is requested
- _____ 12. All existing and proposed easements of record stating width and purpose
- _____ 13. Location of any existing open spaces or permanent structures
- _____ 14. General layout of sewer and water utilities
- _____ 15. Proposed phasing, if any
- _____ 16. Acreage breakdown with gross and net (less right-of-way)
- _____ 17. Plan/profile of proposed street grades
- _____ 18. Existing Topography*
- _____ 18. Proposed finished grading plan*
- _____ 19. Location of any delineated wetlands and/or water bodies and, if applicable, the floodway and 100-year floodplain (BFE data must be included if the plat is ≥ 5 acres or ≥ 50 lots)
- _____ 20. Vicinity sketch

*5' max. contour interval, except for slopes $> 50\%$ may have 10' interval) Areas with existing slopes $\geq 20\%$ shall be shaded or clearly indicated on the plans.

SUBMITTAL:

A Subdivision application is made by submitting the following information to the Community Development Department:

- Completed application.
- Copy of neighborhood meeting invitation, mailing list, attendance list and minutes.
- Payment of application fees.
- One full-sized Preliminary Plat Map and one electronic copy.

I understand this information is a public record and may be posted to a public website.

Applicant's Signature

Date

4-2-21

Property Owner's Signature (if different)

Date

Legal Description

A parcel of land located in the Southwest Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, being Lot 1, Block 1 of Harvest Hills First Addition to the City of Moscow, described as follows:

Commencing at the southwest corner of Section 9, then along the westerly line of Section 9, N0°17'01"E, 1320.60 feet, to the northwest corner of the South Half of the Southwest Quarter of Section 9; Thence along the north line of the South Half of the Southwest Quarter of Section 9, S89°30'25"E, 251.48 feet to the northwest corner of Tract A of Harvest Hills First Addition; Thence S59°42'14"W, 49.41 feet to the north corner of Lot 1, Block 1 of Harvest Hills First Addition and the **Point of Beginning**;

Thence S62°48'31"E, 148.88 feet to the to the northwest corner of Lot 2, Block 1 of Harvest Hills First Addition;

Thence S38°42'13"E, 115.43 feet to the southwest corner of said Lot 2 and the northerly right-of-way of Third Street;

Thence along said northerly right-of-way the following five courses:

Thence 47.00 feet along a curve to the left, said curve having a Delta = 9°26'56", Radius = 285.00 feet, Chord = 46.95 feet and a Chord Bearing = S46°34'19"W;

Thence S41°50'51"W, 225.06;

Thence N48°09'09"W, 10.00 feet;

Thence 173.30 feet along a curve to the right, said curve having a Delta = 48°26'10", Radius = 205.00 feet, Chord = 168.19 feet and a Chord Bearing = S66°03'56"W;

Thence N89°42'59"W, 5.20 feet to the southeast corner of Tract B of Harvest Hills First Addition;

Thence leaving said right-of-way, along the easterly boundary of said Tract B the following two courses:

Thence N0°17'01"E, 335.23 feet;

Thence N59°42'14"E, 167.19 feet to the **Point of Beginning**.

Parcel Contains 2.16 Acres±

Notes

1. Plat area is currently Zoned NB. Surrounding area in Harvest Hills First Addition is Zoned R-3, area in W.M. Dahmen's Replat of Lot 4 of Shields 5 Acre Tract is Zoned R-2.
2. Total plat area: 2.16 acres±
Tract 1 area: 0.47 acres±
Net Lot Area: 1.69 acres±.
3. All the area within Re-Plat of Lot 1, Block 1 of Harvest Hills First Addition is within designated Flood Zone "C": Areas of minimal flooding.
4. All Harvest Hills Second Addition subdivision lots lying in the South Half of the Southwest Quarter are subject to the provisions of the right-of-way easements for overhead power to Washington Water Power as set forth in instrument #12860, Book 95 of Deeds, Page 349, dated 4-15-1936 and instrument #128796 Book 95 of Deeds Page 374, dated 4-28-1936.

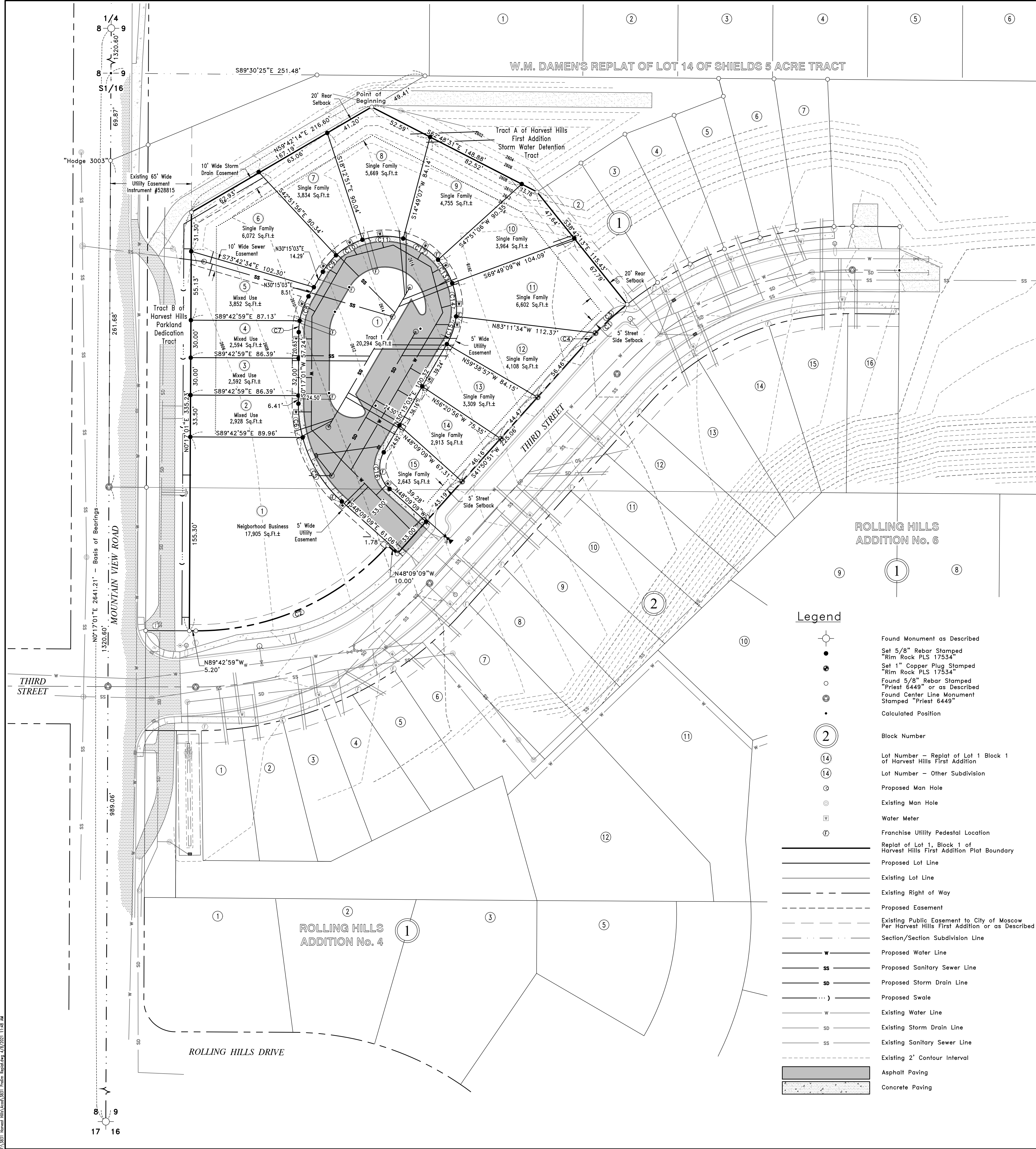
Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found southwest corner of Section 9 and the found northwest corner of the Southwest Quarter of Section 9, said bearing being N0°17'01"E.

PRELIMINARY
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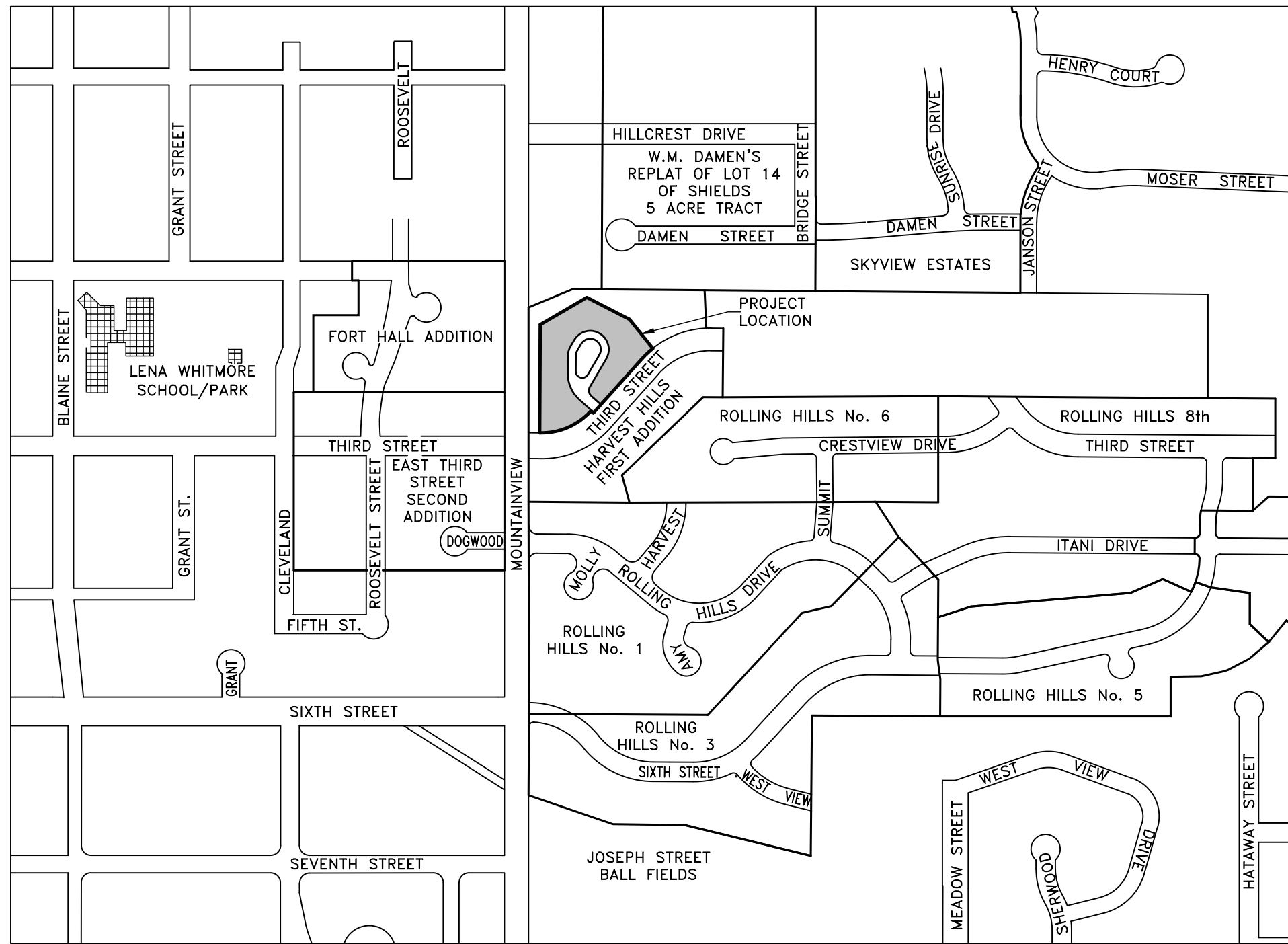
Re-Plat of Lot 1, Block 1 of Harvest Hills First Addition
to the City of Moscow, Latah County, Idaho - Preliminary Plat
Phil Rheingans, P.O.Box 8986 Moscow, Idaho 83843
April - 2020

Drafted by: SW
Checked by: MED
File Name: HH FIRST ADDO PRELIM
Tab: P1
Layer Style: TOPO
Plot Style: Primary.ctb
Project: 3483-07-13
Date: 4/2/21



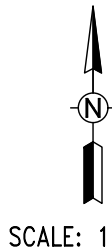
Legend

- Found Monument as Described
 - Set 5/8" Rebar Stamped "Rim Rock PLS 17534"
 - Set 1" Copper Plug Stamped "Rim Rock PLS 17534"
 - Found 5/8" Rebar Stamped "Priest 6449" or as Described
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- Existing Water Line
- Existing Storm Drain Line
- Existing Sanitary Sewer Line
- Existing 2' Contour Interval
- Asphalt Paving
- Concrete Paving



Vicinity Map

Curve Data					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	47.00'	9°26'56"	285.00'	46.95'	S46°34'19"W
C2	173.30'	48°26'10"	205.00'	168.19'	S66°03'56"W
C3	34.26'	6°53'15"	285.00'	34.24'	S47°51'09"W
C4	12.74'	2°33'41"	285.00'	12.74'	N43°07'42"E
C5	60.94'	33°24'48"	104.50'	60.08'	S31°26'45"E
C6	27.40'	15°01'22"	104.50'	27.32'	S7°13'40"E
C7	9.21'	9°10'43"	57.50'	9.20'	S4°52'22"W
C8	20.86'	20°47'20"	57.50'	20.75'	S19°51'23"W
C9	16.94'	16°53'01"	57.50'	16.88'	S38°41'34"W
C10	24.74'	24°39'04"	57.50'	24.55'	S59°27'37"W
C11	33.15'	33°01'59"	57.50'	32.69'	S88°18'08"W
C12	33.15'	33°01'59"	57.50'	32.69'	N58°39'53"W
C13	22.05'	21°58'03"	57.50'	21.91'	N31°09'53"W
C14	27.08'	26°59'17"	57.50'	26.83'	N6°41'13"W
C15	23.53'	23°26'37"	57.50'	23.36'	N18°31'45"E
C16	32.16'	78°24'12"	23.50'	29.71'	S8°57'03"E



SCALE: 1"=40'

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CD	Preliminary or Major Amendment	\$565	
CD	Minor Amendment or Design Review	\$220	
	Receipt Number		

Completed Application Recieved 04-08-2021

AUTHORIZATION:

1. Section _____ of the Moscow Zoning Ordinance authorizes the proposed use through a Planned Unit Development application.
2. The Moscow Planning and Zoning Commission must make findings of compliance with the following six **relevant criteria and standards**. Please indicate in the spaces provided below the justifications you believe show compliance with each of the relevant criteria and standards:

A. The proposed development is consistent with the Comprehensive Plan.

Yes, Harvest Hills is affordable housing that blends urban environment and rural landscape
while allowing for town growth.

B. The proposed development is consistent with the intents and purposes of Chapter 7 of the City Zoning Code.

Yes, Harvest Hills is an economical and attractive development made up of the 16 parcels
of mixed use development.

C. The proposed development is compatible with the character and uses in the surrounding area.

Yes, Harvest Hills meets current and future community needs, preserves the community
identity and character while allowing for housing to meet needs of all economic abilities.

D. Public Services and utilities are available or can be made available and are adequate to
accommodate the proposed development.

Utilities are on site with availability for expansion.

E. The proposed development will not endanger the public health or safety.

Yes, Harvest Hills enables safe access and promotes alternative modes of mobility including
pedestrians, bicycles, motorists, and public transit users of all ages and abilities.

F. The residential densities, proposed land uses, and design proposed with the development
promote the innovative, efficient, economic, and attractive development of the subject
property.

Combined PUD in a NB zone promotes efficient economic growth while maintaining an
attractive development.

CONDITIONS OF APPROVAL:

The Commission may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for onsite or offsite public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

Compliance:

- 1) Should the preliminary PUD be approved, a final PUD review before the original decision making body is required to determine whether the proposed development conforms to the intent and conditions of the preliminary PUD approval.
- 2) Approval of a preliminary PUD proposal shall expire automatically eighteen (18) months after the date of approval unless final PUD approval has been obtained prior to such time.
- 3) Where final PUD plans approved by the decision making body are subsequently modified following such approval, such plan modifications must be submitted to the Community Development Department to be reviewed for substantial conformance with the approved plans. If plan modifications are not in substantial conformance, the plans may need to go through a minor or major amendment process as detailed in Section 4-7-13 of Moscow City Code.

Revocations:

- 1) If building permits pertaining to an approved PUD, consistent with any proposed phasing, are not obtained within eighteen (18) months of the final PUD approval, such final PUD approval shall be immediately revoked and shall be automatically null and void.
- 2) The applicant may request a one (1) time extension of a final PUD approval not to exceed one (1) year. Such request shall be in writing and shall be approved by the applicable decision making body prior to expiration of the original PUD approval or such approval shall not be granted.

SUBMITTAL:

This application must be completed and submitted with the below-described items to the Moscow Community Development Department before the application will be scheduled for a public hearing:

- Completed application.
- Payment of application fees.
- Site Plan, drawn to scale (1 full size electronic copy; two 11" x 17" hard copies)
- Floor Plans, drawn to scale (1 full size electronic copy; two 11" x 17" hard copies)
- Elevation Drawings and/or Renderings, drawn to scale (1 full size electronic copy; two 11" x 17" hard copies)

I understand this information is a public record and may be posted to a public website.

Applicant's Signature

Date

Property Owner's Signature

Date

April 2, 2021

Mike Ray
City of Moscow
Planning Manager

RE: Harvest Hills Lot 1 Block 1 Replat-PUD, Purpose for PUD Request

Dear Mike,

The reasons for the PUD Request of the Harvest Hills Lot 1 Block 1 are as follows:

1. With an odd shaped lot, the standard City Street does not lend itself to an efficient lot layout and use. By utilizing the PUD option, a private one-way street though the site offers a better layout for the project and more efficient traffic flow than a typical city street.
2. The PUD option will provide smaller, more economically feasible lots for development so more people can achieve the dream of home ownership while creating a local community within the larger community.
3. Lastly the reason for a PUD for this development, is for increased flexibility of home configuration and setbacks to accommodate odd shaped lots.

For these reasons the developer is requesting the lot be developed as a PUD.

In addition to the PUD the developer would like to request 5' building setbacks along Third Street. Third Street has been widened in this area for a turn lane and on street parking. This widened section cuts into the developable lot sizes. Utilities for the site are on the interior which lessens the need for extended setbacks along Third Street. The reduced setback along Third Street will also provide visual traffic calming to heighten driver awareness and discourage excessive speed as drivers approach the intersection with Mountain View Street.

If you have any questions please do not hesitate to contact me.

Thank you,

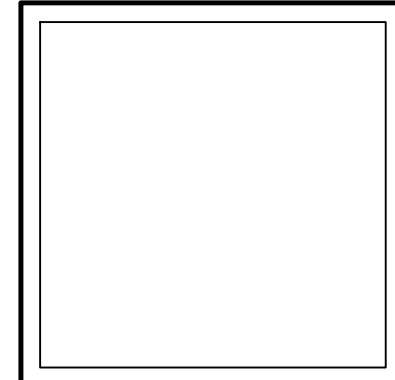


Scott Becker, PE

Hodge & Associates, Inc.

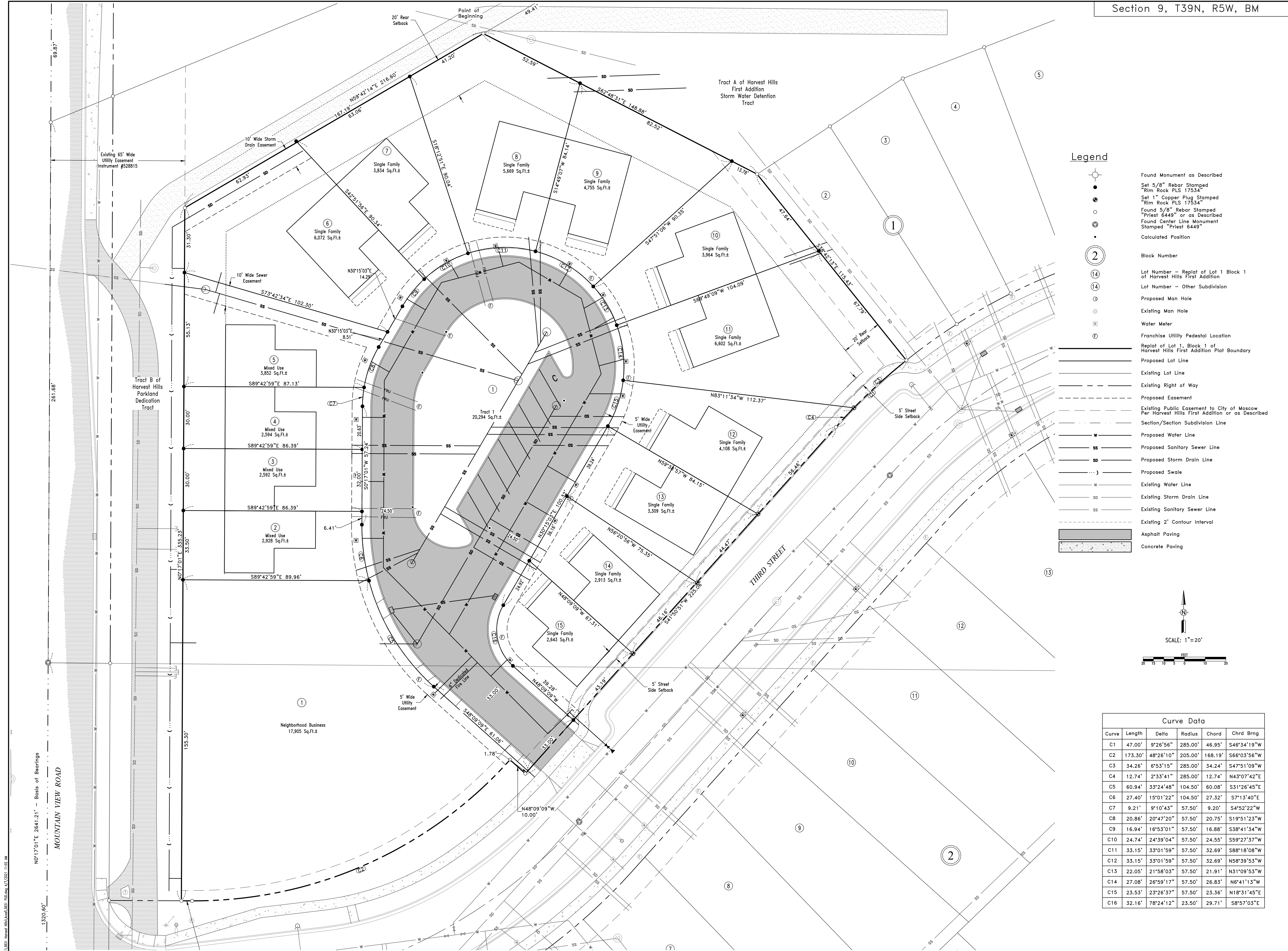
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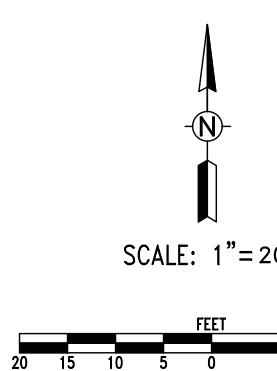
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Drafted by:	SW
Checked by:	MED
File Name:	HH FIRST ADD PRELIM
Tab:	P1
Layer Style:	TOPO
Plot Style:	Primary.ctb
Project:	3483-07-13
Date:	4/7/21



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Harvest Hills Twin Homes Lots 7 to 8

Owner - Phil Rhiengans

East Third St

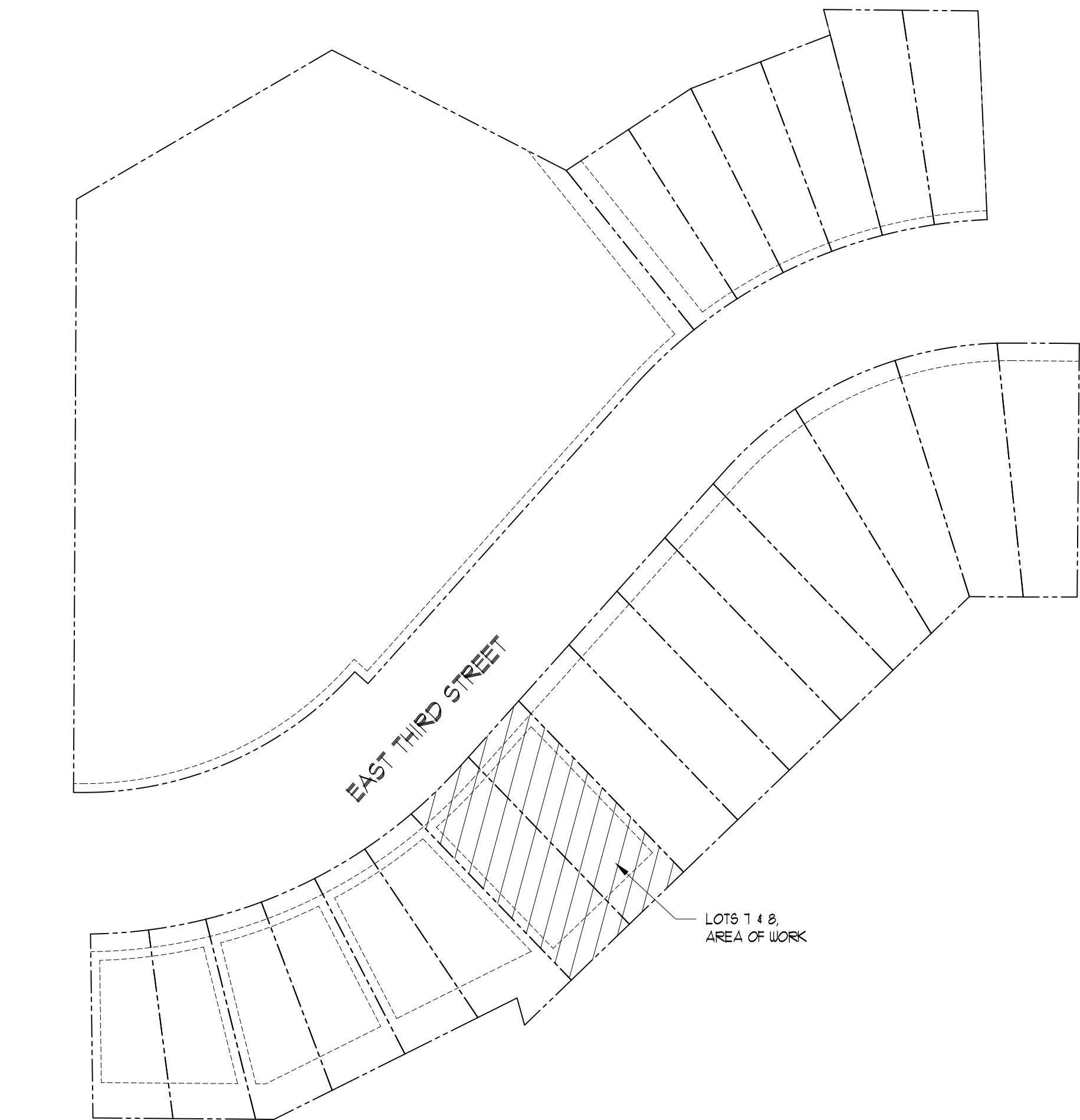
Moscow, Idaho

INDEX OF DRAWINGS

- A-0 TITLE SHEET, GEN. NOTES, VICINITY MAP
- A-1 SITE PLAN, SITE DETAILS, EXT ELEVATION
- A-2 FOUNDATION PLAN
- A-3 MAIN FLOOR FRAMING PLAN
- A-4 MAIN FLOOR PLAN, WINDOW SCHEDULE
- A-5 UPPER FLOOR FRAMING PLAN
- A-6 UPPER FLOOR PLAN
- A-7 ROOF FRAMING PLAN
- A-8 EXTERIOR ELEVATIONS
- A-9 BUILDING SECTION, BUILDING DETAILS

GENERAL / CONSTRUCTION NOTES (unless noted otherwise)

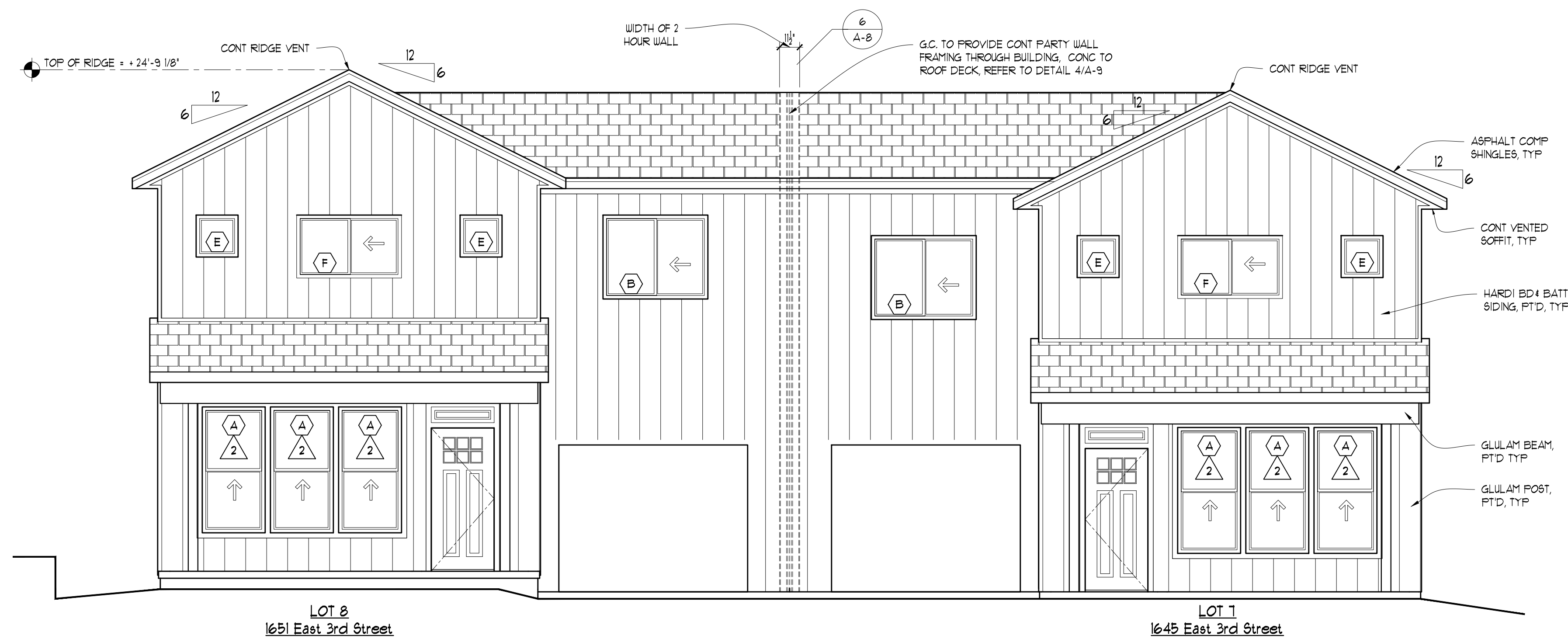
GENERAL THESE DRAWINGS ARE INTENDED TO SERVE AS AN OUTLINE FOR CONSTRUCTION ONLY. THE CONTRACTOR SHALL BEAR THE FULL RESPONSIBILITY FOR VERIFYING THAT ALL ELEMENTS OF THE DESIGN AND CONSTRUCTION CONFORM TO INDUSTRY STANDARDS AND TO THE STANDARDS OF THE ADOPTED BUILDING CODE AS WELL AS ANY OTHER LOCAL ORDINANCES AND/OR REGULATIONS AND REQUIREMENTS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION IN THE AREA OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL CONSTRUCTION ITEMS AND ACCESSORIES WHICH MAY NOT BE INDICATED ON THE DRAWINGS, BUT ARE REQUIRED FOR COMPLETION OF THE PROJECT. THE COST OF ALTERING ANY ITEMS, CONSTRUCTED OR OTHERWISE, BECAUSE OF NON-COMPLIANCE WITH BUILDING CODES AND LOCAL ORDINANCES, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR TO INFORM HIMSELF OF ANY AND ALL SUCH REQUIREMENTS PRIOR TO PROCEEDING WITH CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS. LISTED DIMENSIONS SHALL HAVE PRECEDENCE OVER ANY DIMENSIONS OBTAINED BY SCALING FROM THE PLANS. CONTRACTOR SHALL AVOID SCALING FROM THE PLANS WHENEVER POSSIBLE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ARRANGE ANY SPECIAL TESTING AND/OR SPECIAL INSPECTIONS AS REQUIRED BY APPLICABLE BUILDING CODES AND LOCAL BUILDING ORDINANCES. THE CONTRACTOR SHALL PROVIDE BLOCKING IN WALLS AS REQUIRED FOR THE MOUNTING OF ANY SHELVES, SPECIAL ITEMS AND/OR EQUIPMENT. THE CONTRACTOR SHALL COORDINATE ALL LOCATIONS OF ANY SPECIAL ITEMS OR EQUIPMENT WITH THE OWNER. THE CONTRACTOR SHALL HAVE THE ABILITY TO ALTER CONSTRUCTION ITEMS OR DETAILS AS REQUIRED TO CONFORM TO STANDARD BUILDING PRACTICES, UNFORESEEN CONDITIONS, CODE COMPLIANCE ISSUES AND ECONOMIC BUILDING PRACTICES. HOWEVER, WHETHER IT BE BY PREFERENCE OR BY REQUIREMENT, THE CONTRACTOR MUST CONSULT WITH THE OWNER PRIOR TO MAKING ANY CHANGES WHICH WILL DEViate FROM THE DRAWINGS. THE CONTRACTOR SHALL NOT MAKE ANY CHANGES TO THE DRAWINGS OR CONSTRUCTION WITHOUT RECEIVING VERBAL OR WRITTEN AUTHORIZATION FROM THE OWNER. THESE DRAWINGS SHALL NOT BE COPIED WITHOUT THE WRITTEN CONSENT OF THE OWNER. NEITHER THESE DRAWINGS, OR A RE-CREATION OF THE THE DESIGN CONTAINED HEREIN, SHALL BE USED BY ANY INDIVIDUAL OR COMPANY FOR THE CONSTRUCTION OF ANY OTHER HOUSE OR STRUCTURE THAN SPECIFIED LOCATION ON THE TITLE BLOCK WITHOUT THE WRITTEN CONSENT OF THE AUTHOR (JOHN M PAUL) THE OWNER. DESIGN CRITERIA SNOW LOAD 64 PSF (VERIFY W/ OFFICIAL) FLOOR LIVE LOAD 40 PSF (VERIFY W/ OFFICIAL) BASIC WIND SPEED 110 MPH (3 SEC 50 MPH (FAST MILE) SEISMIC LOADING ZONE 8 SOIL BEARING 1500 PSF (ASSUMED) SITE CLEARING CONDUCT SITE CLEARING OPERATIONS IN A MANNER THAT WILL ENSURE MINIMUM INTERFERENCE WITH ADJACENT STREETS, WALKS OR OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.	CONTRACTOR SHALL COORDINATE WITH THE OWNER WHICH EXISTING SITE FEATURES, EXISTING TREES AND VEGETATION ARE TO REMAIN, AND WHICH ARE TO BE REMOVED, PRIOR TO ANY SITE CLEARING OPERATIONS. PROTECT EXISTING TREES AND OTHER VEGETATION, WHICH IS NOT TO BE REMOVED, AGAINST ANY UNNECESSARY DAMAGE DURING THE DURATION OF CONSTRUCTION ACTIVITIES ON THE SITE. REMOVE TREES, GRASS AND OTHER VEGETATION, IMPROVEMENTS, OR OTHER OBSTRUCTIONS AS REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION. REMOVE ALL WASTE MATERIAL, DEBRIS AND UNSUITABLE OR EXCESS TOPSOIL FROM OWNERS PROPERTY. BURNING IS NOT PERMITTED ON THE OWNERS PROPERTY. EARTHWORK CONTRACTOR SHALL VERIFY, TO THE BEST EXTENT POSSIBLE, THE LOCATION OF ANY UNDERGROUND FEATURES, IMPROVEMENTS OR UTILITIES PRIOR TO ANY EXCAVATION WORK. ALL EXCAVATION AND BACKFILL WORK SHALL COMPLY ALL LOCAL CODES, ORDINANCES AND REQUIREMENTS OF ANY AGENCIES HAVING JURISDICTION. CONTRACTOR SHALL INQUIRE OF AND CONFORM TO ANY SPECIAL INSPECTION REQUIREMENTS REQUIRED BY LOCAL AGENCIES HAVING JURISDICTION. FINISH GRADE AREAS ADJACENT TO BUILDING LINES SHALL DRAIN AWAY FROM STRUCTURES AT A MINIMUM SLOPE OF .2% AND/OR AS INDICATED ON DRAWINGS. FINISHED GRADES AND SURFACES SHOULD PREVENT PONDING AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING FOR A MINIMUM OF 10'-0", AND BE FREE FROM IRREGULAR SURFACE CHANGES. PROVIDE AND IMPLEMENT EROSION CONTROL MEASURES TO PREVENT EROSION DAMAGE TO FRESHLY GRADED AREAS. REMOVE EXCESS EXCAVATED MATERIAL, TRASH, DEBRIS AND WASTE MATERIALS FROM OWNERS PROPERTY AND DISPOSE OF IT. CAST-IN-PLACE-CONCRETE FOUNDATIONS ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS. CONCRETE STRENGTH, MIXTURES, MATERIALS AND CONSTRUCTION IN GENERAL SHALL CONFORM TO THE REQUIREMENTS AND REGULATIONS OF THE ADOPTED BUILDING CODE AND ANY AND ALL REGULATIONS, REQUIREMENTS, AND ORDINANCES OF ALL AGENCIES HAVING JURISDICTION. PROVIDE AN APPROVED WATER RESISTANT VAPOR BARRIER (POLYETHYLENE FILM) OVER PREPARED BASE MATERIAL UNDER ALL INTERIOR CONCRETE SLABS ON GRADE. REINFORCING STEEL SHALL BE DEFORMED BARS - GRADE 60 FOR #4 & LARGER. SECURELY TIE IN PLACE WITH DOUBLE ANNEALED 16 GAUGE IRON WIRE OR APPROVED CLIPS. PROVIDE CLEAR EMBEDMENT AT REINFORCING BARS AS FOLLOWS: CONCRETE CAST AGAINST SOL = 3" SLABS, COLUMNS OR BEAMS NOT EXPOSED TO WEATHER = 1" WALL-ON-GRADE = 2" APPLY DAMPROOFING TO ALL BELOW-GRADE SURFACES OF UNDERGROUND WALLS IN CONTACT WITH EARTHWORK OR OTHER BACKFILL. IN ANY SITUATION WHERE SPACE OF ANY KIND IS ENCLOSED ON THE OPPOSITE SIDE.	FOUNDATION DRAINAGE THE FOUNDATION DRAIN SHALL CONSIST OF GRAVEL, CRUSHED STONE, AND A CORRUGATED PERFORATED POLYETHYLENE DRAINAGE TILE. GRAVEL OR CRUSHED STONE SHALL CONTAIN NOT MORE THAN TEN (10) PERCENT MATERIAL THAT PASSES A NO. 4 SEVE. THE DRAIN SHALL EXTEND A MINIMUM OF TWELVE (12) INCHES BEYOND THE OUTSIDE EDGE OF THE FOOTING. THE DEPTH SHALL BE SUCH THAT THE BOTTOM OF THE DRAIN IS NOT HIGHER THAN THE BOTTOM OF THE BASE MATERIAL UNDER THE FLOOR, AND THE TOP OF THE DRAIN IS NOT LESS THAN SIX (6) INCHES ABOVE THE SPREAD PORTION OF THE FOOTING. THE TOP OF THE DRAIN SHALL BE COVERED WITH AN APPROVED FILTER MEMBRANE MATERIAL. THE INVERT OF THE DRAIN PIPE OR TILE SHALL NOT BE HIGHER THAN THE FLOOR ELEVATION. THE TOP OF JOINTS AT TOP OF PERFORATIONS SHALL BE PROTECTED WITH AN APPROVED FILTER MEMBRANE MATERIAL. THE PIPE OF THE TILE SHALL BE PLACED ON NOT LESS THAN TWO (2) INCHES OF GRAVEL OR CRUSHED STONE, COMPLYING WITH LOCAL BUILDING ORDINANCES AND SHALL BE COVERED WITH NOT LESS THAN SIX (6) INCHES OF THE SAME MATERIAL. ROUGH CARPENTRY ALL DIMENSIONAL/SAWN LUMBER TO BE DOUGLAS-FIR / LARCH, WMPA 1991 WESTERN GRADING RULES. LUMBER SHALL BE OF THE FOLLOWING GRADES: STUDS - 2x4 - STANDARD OR BETTER JOIST - 2 TO 4 WIDE 6 TO 8 - #2 OR BETTER 10, 12 & 14 - #1 OR BETTER BEAMS AND STRINGERS #1 POSTS AND TIMBERS #1 SHEATHING SHALL BE APA RATED SHEATHING AND SHALL BEAR THE APA TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION. SUBFLOORING SHALL BE APA RATED STURD-I-FLOOR, EXPOSURE 1, 48/24, 3/4" THICK WITH T&G SIDES. ROOF SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20 5/8" THICK. WALL SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20, 1/2" THICK. ALL WOODS BEARING ON CONCRETE OR MASONRY, IF LESS THAN 4'-0" ABOVE GRADE, SHALL BE PRESSURE TREATED. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, DUCTS, ETC. UNDERLAYMENT SHALL BE 1/2" THICK PARTICLE BOARD UNDERLAYMENT. HARDWARE AND FASTENINGS UNLESS OTHERWISE NOTED, ANCHOR BOLTS SHALL BE 1/2" DIAMETER x 10" LONG WITH HEAD END HOOKED 2". BOLT HEADS OR NUTS IN CONTACT WITH WOOD SHALL HAVE WASHERS. NUMBER AND SPACING OF NAILS AND METHOD OF NAILING OF FRAMING SHALL MEET THE REQUIREMENTS OF U.B.C. NAILING SCHEDULE, TABLE NO 23-1-0. METAL FRAMING ANCHORS, HANGERS, STRAP ANCHORS, THE STRAPS, END JOIST ANCHORS AND OTHER MISCELLANEOUS ACCESSORIES SHALL BE OF GALVANIZED STEEL, MANUFACTURED BY SIMPSON COMPANY OR EQUAL. SPRINKS, SCREWS, LAG BOLTS, AND OTHER MISCELLANEOUS FASTENINGS AND ROUGH HARDWARE SHALL BE SUPPLIED AS REQUIRED TO ASSEMBLE AND SECURE ROUGH CARPENTRY ITEMS.	FLOOR AND WALL FRAMING WALL STUDS SHALL BE 2x4 OR 2x6 AT 16-INCH CENTER WITH THE LARGE DIMENSION PERPENDICULAR TO THE WALL, UNLESS OTHERWISE SHOWN OR NOTED. DOUBLE STUDS AT OPENING BUCKS AND TRIPLE STUDS AT CORNERS AND INTERSECTIONS AND AT BUCKS OR OPENINGS WIDER THAN 6 FEET. PROVIDE DOUBLE TOP PLATE. OVERLAP TOP PLATE AT CORNERS AND INTERSECTIONS WITH BEARING PARTITIONS. INTERIOR WALLS SHALL HAVE THE TOP PLATE OVERLAP ONTO EXTERIOR WALLS. LAP ENDS 48 INCHES. BRACE STUDS WHICH EXCEED 10 FEET IN HEIGHT WITH BLOCKING CUT FROM STUD MATERIAL. LOCATE BLOCKING AT MID HEIGHT OF STUD. STUD WALLS OVER 10 FEET IN HEIGHT REQUIRE FIRE BLOCKING. IF WALL SHEATHING IS TO BE USED TO FULFILL DIAGONAL BRACING REQUIREMENTS, IT SHALL BE NAILED AT 4" SPACING AT EDGES AND 6" SPACING IN FIELD. AIR INFILTRATION BARRIER SHALL BE "TYVEK HOUSEWRAP" OR APPROVED EQUAL AND SHALL BE INSTALLED UNDER ALL SIDING. FLOOR JOISTS SHALL BE WOOD "T" JOISTS AND STAMPED BY THE APA FOR SPANS AND APPLICATIONS INDICATED ON DRAWINGS. PROVIDE DOUBLE FLOOR JOIST UNDER ALL PARTITION WALLS WHICH RUN PARALLEL WITH THE DIRECTION OF THE FLOOR JOIST TYPICAL. ALL SUBFLOORING SHALL BE GLUED AND NAILED TO FLOOR JOISTS. SILL SEALER SHALL BE PROVIDED AT ALL SILL PLATES AND SHALL BE 1/2 THICK FOAM PLATES OR OTHER MATERIAL APPROVED FOR SAME PURPOSE. ENGINEERED WOOD TRUSSES WOOD ROOF TRUSSES SHALL BE DESIGNED BY AN APPROVED FABRICATOR OF ENGINEERED WOOD ROOF TRUSSES AND SHALL BE ACCOMPANIED BY SHOP DRAWINGS FROM S&D FABRICATOR STAMPED AND SIGNED BY AN ENGINEER LICENSED TO PRACTICE WITHIN THE SAME REGION OF THE PROJECT. WOOD ROOF TRUSSES SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES AND REQUIREMENTS AND SHALL BE DESIGNED TO WITHSTAND THE DESIGN LOADS INDICATED ABOVE AS WELL AS STANDARD LOAD REQUIREMENTS FOR THE REGION IN WHICH THE PROJECT IS BEING BUILT. INSTALL ROOF TRUSSES AT 24" CENTERS MAXIMUM AND INSTALL. SECURE AND BRACE AS PER MANUFACTURERS RECOMMENDATIONS AS WELL AS ANY APPLICABLE BUILDING CODES AND REGULATIONS. INSULATION AND THERMAL REQUIREMENTS EXTERIOR WALLS SHALL HAVE AN R-VALUE OF NOT LESS THAN R-21. ATTIC INSULATION SHALL BE NOT LESS THAN R-49, BELOW GRADE WALLS AND BASEMENT WALLS USED FOR LIVING SPACE SHALL HAVE A MINIMUM R-VALUE OF R-10 CONT INSUL ON EXT OF WALL OR R-15 CONT INSUL ON INT OF WALL OR R-21 CAVITY INSUL PLUS THERMAL BREAK BETWEEN SLAB AND THE BASEMENT WALL AT THE INT OF BASEMENT WALL. FLOORS OVER UNHEATED SPACES SHALL HAVE A MIN. "R" VALUE OF R-38. ALL PENETRATIONS (INCLUDING WIRING PENETRATIONS AT TOP AND BOTTOM PLATES, EXTERIOR JOINTS AT FLOORS IN EXTERIOR WALLS, ROOF OR CEILING WALL) WILL BE SEALED, CAULKED, GASKETED OR WEATHERSTRIPPED TO REDUCE AIR LEAKAGE. CONTRACTOR SHALL STUFF ALL SHIM SPACE OR OTHER SIMILAR VOIDS IN EXTERIOR WALLS AROUND DOORS, WINDOWS, ETC. WITH INSULATION. A VAPOR BARRIER RATED AT ONE PERM, DRY CLIP, IS REQUIRED ON THE HEATED SIDE OF INSULATION. A BLACK GROUND COVER NOT LESS THAN 6 MILLS THICK WILL BE INSTALLED IN ALL CRAWL SPACES. COMPOSITION SHINGLE ROOFING PROVIDE MINERAL-SURFACED, SELF-SEALING, GLASS-FIBER BASED ARCHITECTURAL GRADE ASPHALT SHINGLES. SHINGLES SHALL BE CLASS "A", U.L. RATED AND BEAR A U.L. WIND RESISTANT LABEL. SHINGLES SHALL HAVE A MANUFACTURERS 40-YEAR WARRANTY. UNDERLAYMENT SHALL BE RUBBERIZED ASPHALT MEMBRANE, SELF ADHERING, MINIMUM 40 MILS THICK; MINIMUM TENSILE STRENGTH 250 PSI. CEMENT LAYERS OF SELF ADHERING UNDERLAYMENT FROM THE EAVES TO A POINT AT LEAST 24" BEYOND THE INTERIOR WALL LINE OF THE BUILDING. THE CEMENTED UNDERLAYMENT SERVES AS EAVES FLASHING (ICE DAMS). PROVIDE METAL VALLEY AND WALL FLASHING AS PER MANUFACTURERS STANDARD INSTALLATION GUIDELINES. PROVIDE CONTINUOUS METAL GUTTERS AT ALL DRIP EDGES OF ROOFS. LIFE SAFETY SD INDICATES THE LOCATION OF SMOKE DETECTORS. PROVIDE ELECTRICAL SERVICE WITH BATTERY BACKUP, DETECTOR TO BE ON AN INTERCONNECTED SYSTEMS. DOORS AND WINDOWS ALL BEDROOMS OR SLEEPING ROOMS MUST HAVE AN EMERGENCY EGRESS WINDOW WITH A MIN. NET OPENABLE AREA OF AT LEAST 5.7 SQ FT (820 SQ INCHES). THE MINIMUM WIDTH FOR AN EGRESS OPENING SHALL BE 20 INCHES AND THE MINIMUM HEIGHT FOR AN EGRESS OPENING SHALL BE 24 INCHES. THE FINISHED SILL HEIGHT SHALL BE 44" MAXIMUM ABOVE THE FINISHED FLOOR. THESE MINIMUM REQUIREMENTS SHALL HAVE PRECEDENCE OVER ANY WINDOWS SHOWN ON THE DRAWINGS WHICH DO NOT MEET THESE REQUIREMENTS. CONTRACTOR SHALL VERIFY EGRESS REQUIREMENTS WITH FINAL WINDOW SELECTION. WINDOWS SHALL BE GLAZED WOOD UNITS SELECTED FROM MANUFACTURERS STANDARD SIZES TO MATCH WINDOWS SIZES AND OPERABLE CONFIGURATIONS AS INDICATED ON DRAWINGS. WINDOWS SHALL BE SELECTED IN COORDINATION WITH THE OWNER AND SHALL BE QUALITY UNITS WHICH MEET OR EXCEED LOCAL ORDINANCES AND UTILITY COMPANY REGULATIONS CONCERNING MINIMUM THERMAL PERFORMANCE REQUIREMENTS FOR WINDOW RESIDENTIAL SYSTEMS IN THIS REGION. WINDOWS WILL BE TESTED AND LABELED FOR THERMAL PERFORMANCE AND AIR INFILTRATION BY THE MANUFACTURER TO COMPLY WITH ASTM C236, C976 OR AIAA-1503-1985; A MINIMUM U-VALUE OF 0.25 IS TO BE MET. SAFETY GLASS IS REQUIRED IN ALL AREAS WHERE GLASS IS WITHIN 18" OF THE FLOOR, OR IS IN EITHER THE DOOR OR DOOR SILLIGHTS. ANY REQUIRED SAFETY GLASS SHALL BE TEMPERED.	ALL DOORS SHALL BE 6'-8" MINIMUM IN HEIGHT AND ALL EXIT DOORS SHALL BE A MINIMUM OF 3'-0" WIDE. REFER TO DRAWINGS FOR INDIVIDUAL DOOR SIZES. DOORS AND FRAMES WILL COMPLY WITH ASTM STANDARD 283-73 FOR AIR LEAKAGE AND A MAXIMUM U-VALUE OF 0.20. GYPSUM DRYWALL GYPSUM WALL BOARD SHALL BE 1/2" THICK WITH TAPERED EDGES TYPICAL. GARAGE WALLS AND CEILING SHALL BE 5/8" THICK. PROVIDE ALL CORNER BEADS, EDGE TRIM AND CONTROL JOINTS NECESSARY TO COMPLETE INSTALLATION OF GYPSUM WALL BOARD. FASTEN AS PER MANUFACTURERS SUGGESTED RECOMMENDATIONS FOR VARIOUS WALL / CEILING APPLICATIONS. INSTALL WATER RESISTIVE GYPSUM WALL BOARD IN ALL BATHROOMS. INSTALL TYPE "X" FIRE RESISTIVE GYPSUM WALL BOARD IN ANY ENCLOSED SPACES UNDER STAIRS TYPICAL. ALL PANEL JOINTS MUST BE TAPED AND FINISHED IN THESE AREAS EXCEPT WALLS ARE NOT TO RECEIVE PAINT. MECHANICAL/PLUMBING ANY MECHANICAL/PLUMBING ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE MECHANICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL MECHANICAL / PLUMBING WORKMANSHIP AND INSTALLATION SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF MECHANICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS. ALL GAS INSTALLATIONS MUST BE PERFORMED BY A GAS INSTALLER LICENSED TO OPERATE IN THE REGION OF THIS PROJECT. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE AUTHORIZED AUTHORITY AND ALL UTILITY COMPANIES. STRUCTURAL ITEMS SHALL NOT BE CUT OR NOTCHED FOR INSTALLATION OF MECHANICAL/PLUMBING ITEMS UNLESS PERMITTED BY CODE OR BY MANUFACTURERS INSTRUCTIONS. ELECTRICAL ANY ELECTRICAL ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE ELECTRICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL ELECTRICAL WORKMANSHIP AND INSTALLATION SHALL BE PERFORMED IN A FIRST CLASS MANNER AND SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ELECTRICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS. WHERE INDICATED ITEMS ON THE DRAWINGS ARE IN EXCESS OF THAT REQUIRED BY THE BUILDING CODE AND LOCAL ORDINANCES, THE CONTRACTOR SHALL PROVIDE ITEMS AS PER THE DRAWINGS. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE AUTHORIZED AUTHORITY AND ALL UTILITY COMPANIES.
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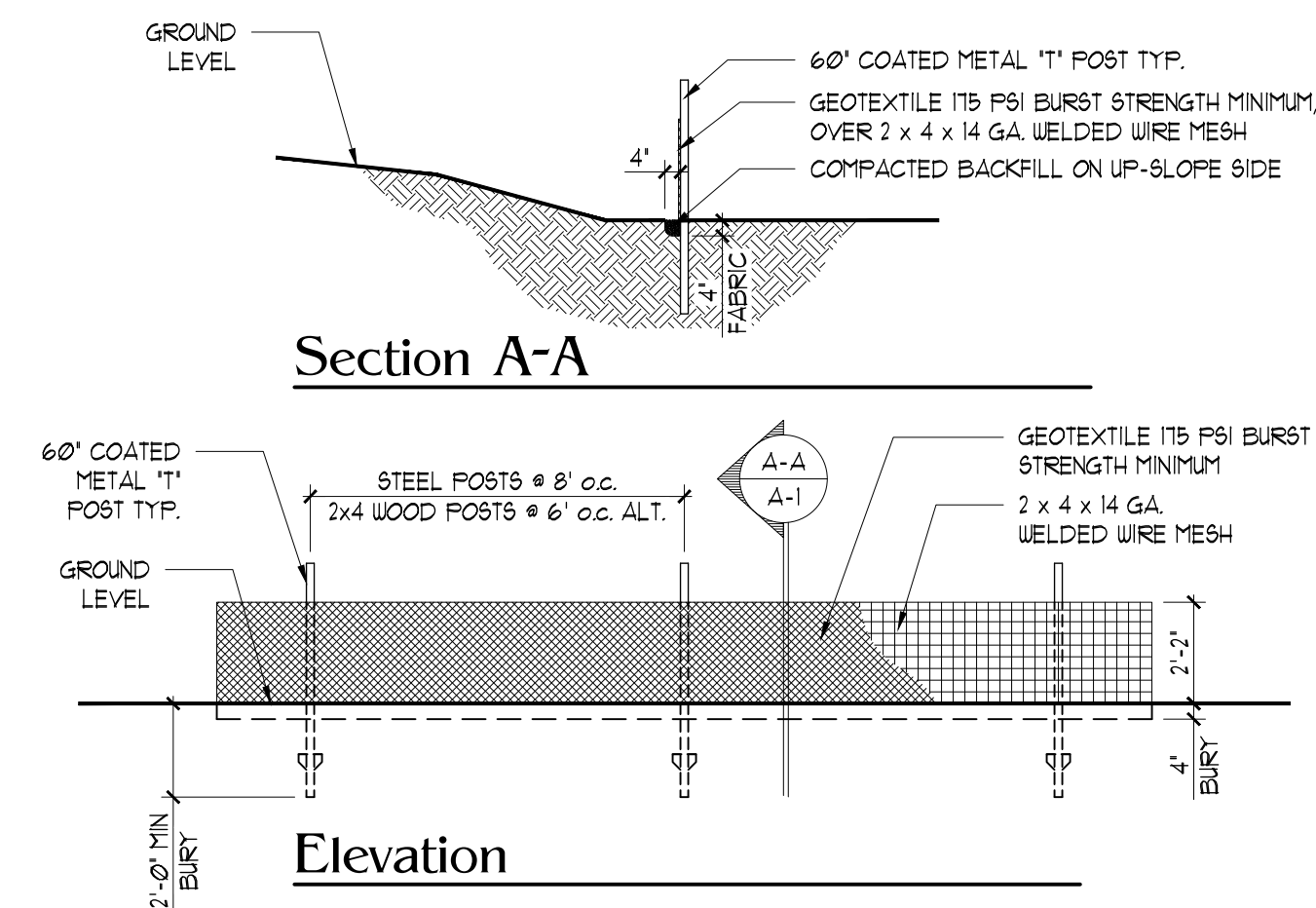
Vicinity Map
N.T.S.

Job Number:
Date:
Sheet Contents:
Cover Sheet
General Notes
Vicinity Map

A-0

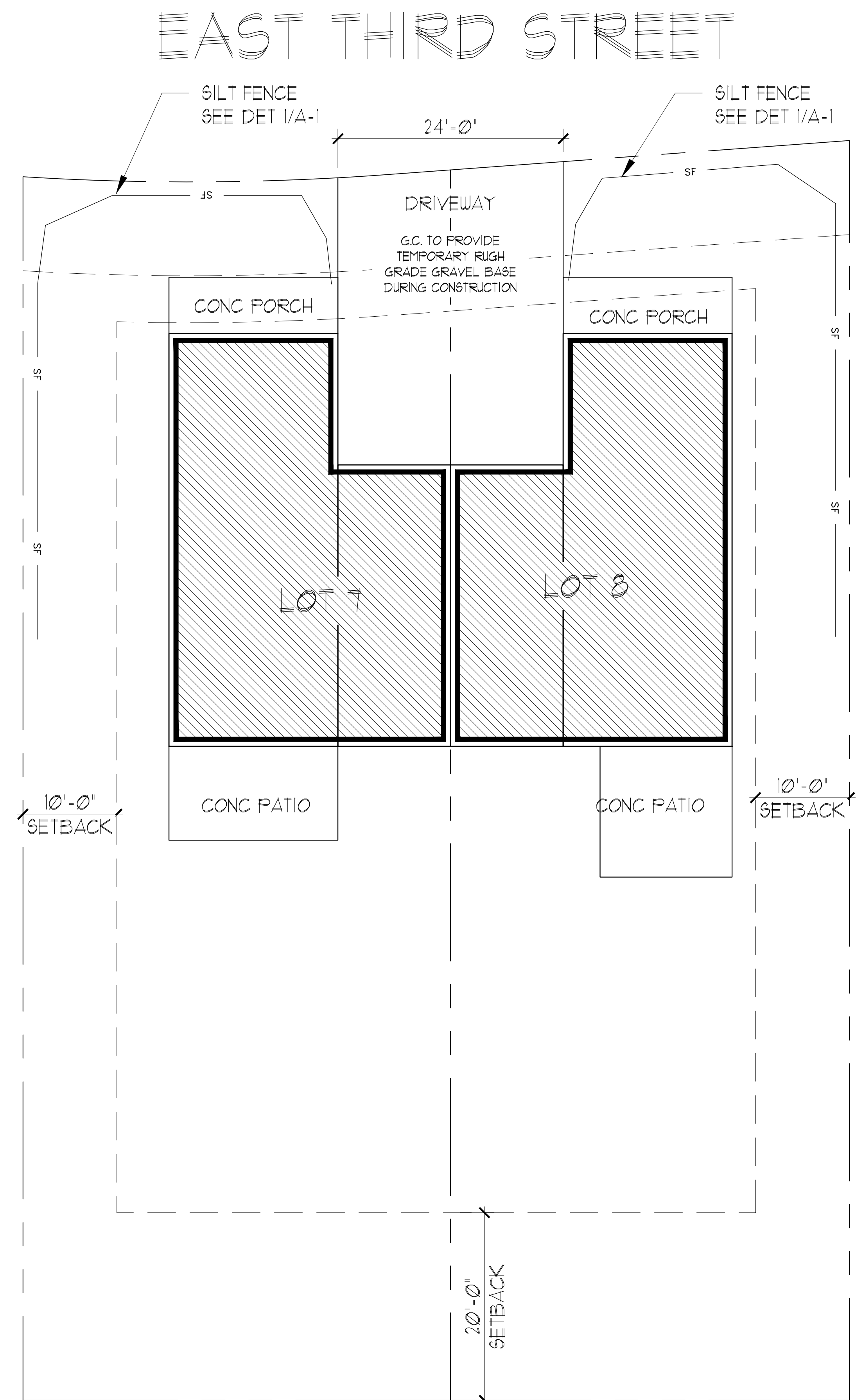


Northwest Elevation
SCALE: 1/4" = 1'-0"



- Silt Fence Notes:
1. ATTACH WIRE MESH TO POSTS W/ APPROVED METAL DEVICES
 2. ATTACH GEOTEXTILE FABRIC TO THE UP-SLOPE SIDE OF POSTS AND WIRE MESH TOP AND BOTTOM W/ APPROVED METAL FASTENERS @ 24" o.c. MAXIMUM SPACING
 3. GEOTEXTILE FABRIC TOP EDGE SHALL BE 26" MINIMUM ABOVE GROUND
 4. OVERLAP VERTICAL SILT FENCE SPLICES 8" MINIMUM (POST TO POST). SEE ELEVATION ABOVE. AVOID BUMPS AND OTHER LOW POINTS

Silt Fence Detail
N.T.S. 1

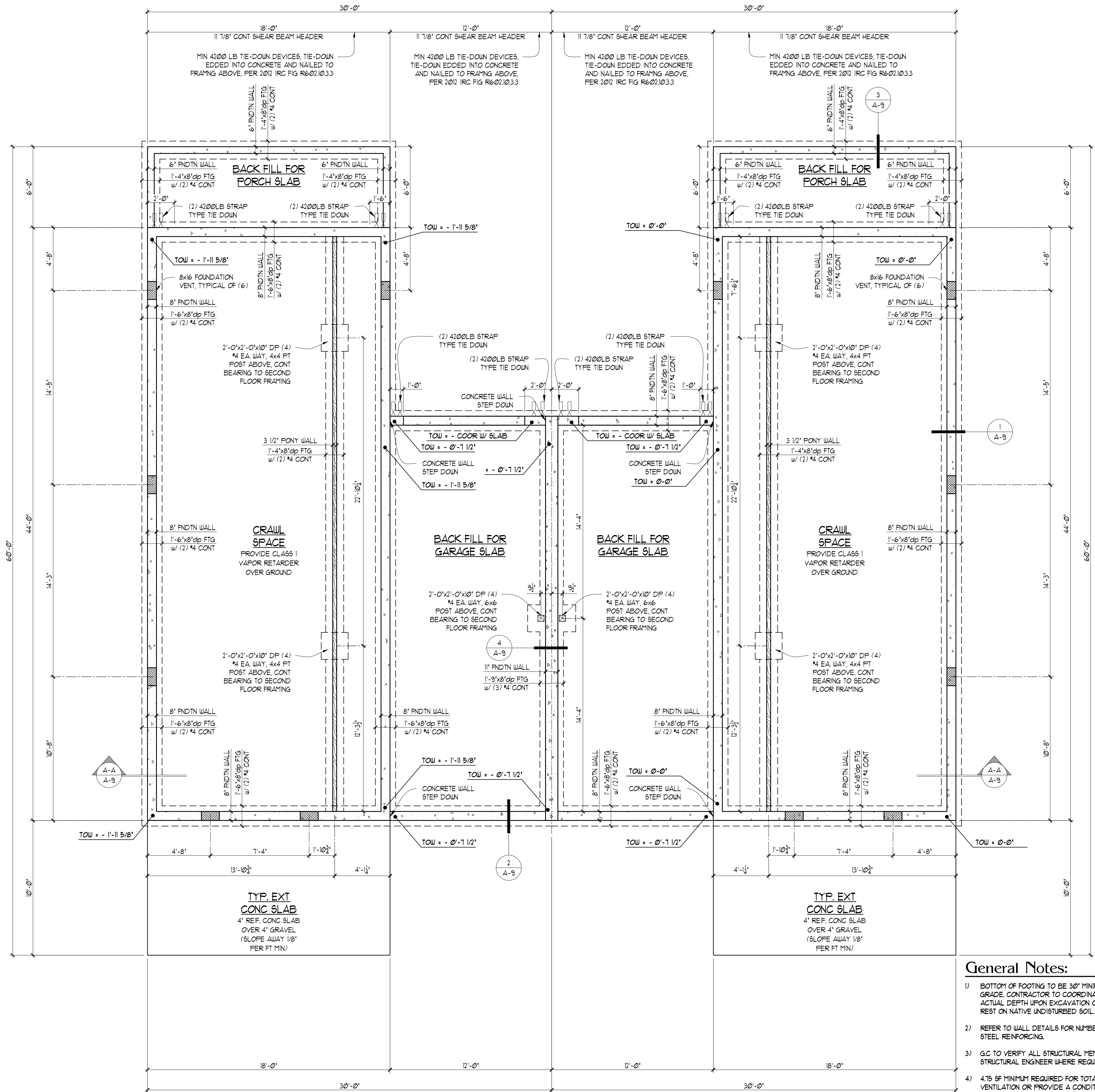


HH South Lot 7 & 8 - Site Plan
SCALE: 1/8" = 1'-0"



Job Number:
Date:
Sheet Contents:
Site Plan
Exterior Elevation

A-1



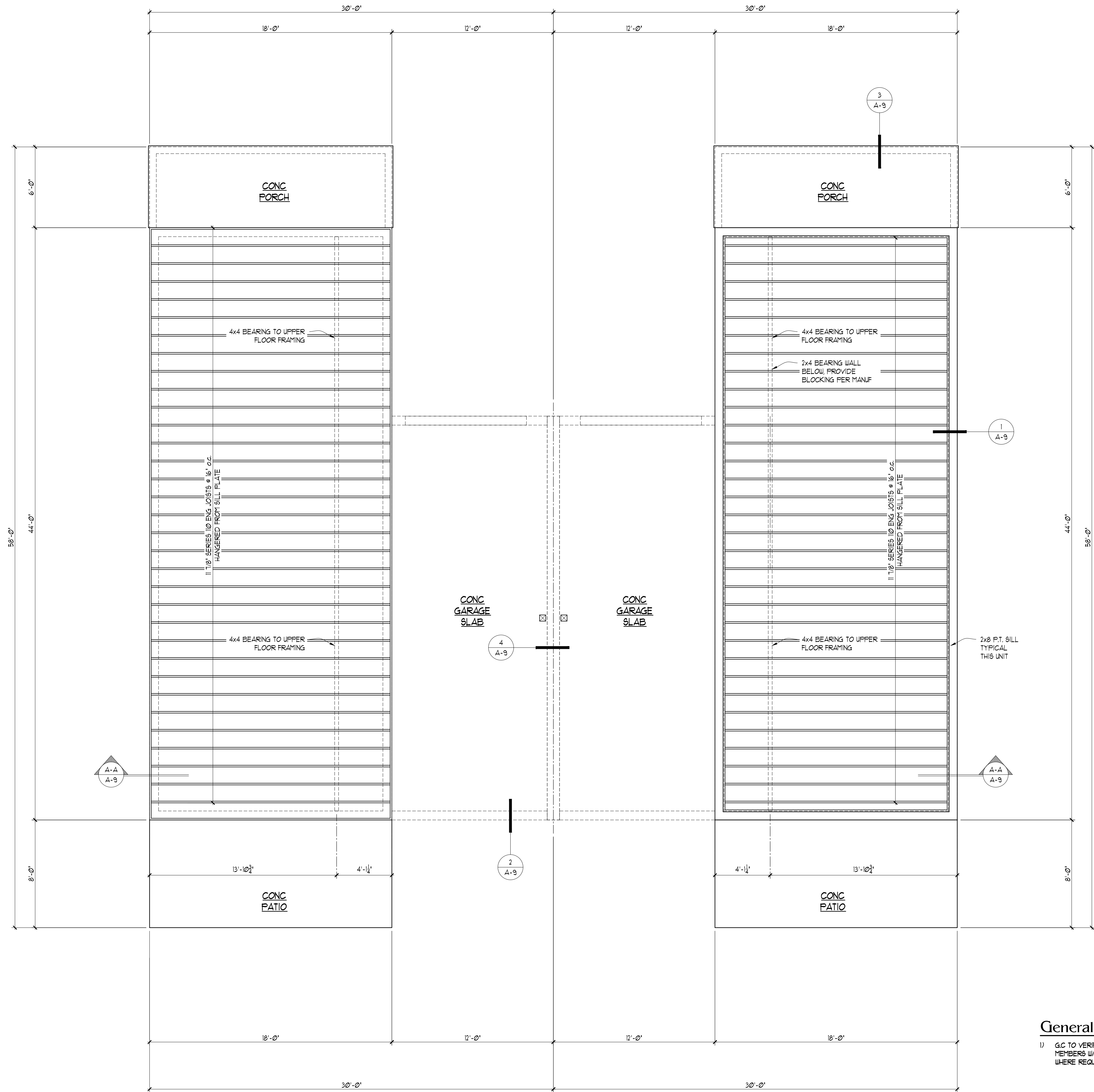
Foundation Plan

SCALE: 1/4" = 1'-0"

Dated 11-06-20

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Date:
Sheet Contents:
Foundation Plan

A-2

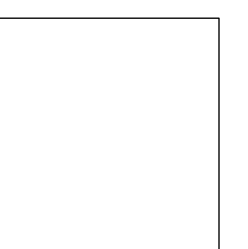


Floor Framing Plan

SCALE: 1/4" = 1'-0"

General Note:

- 1) G.C. TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.



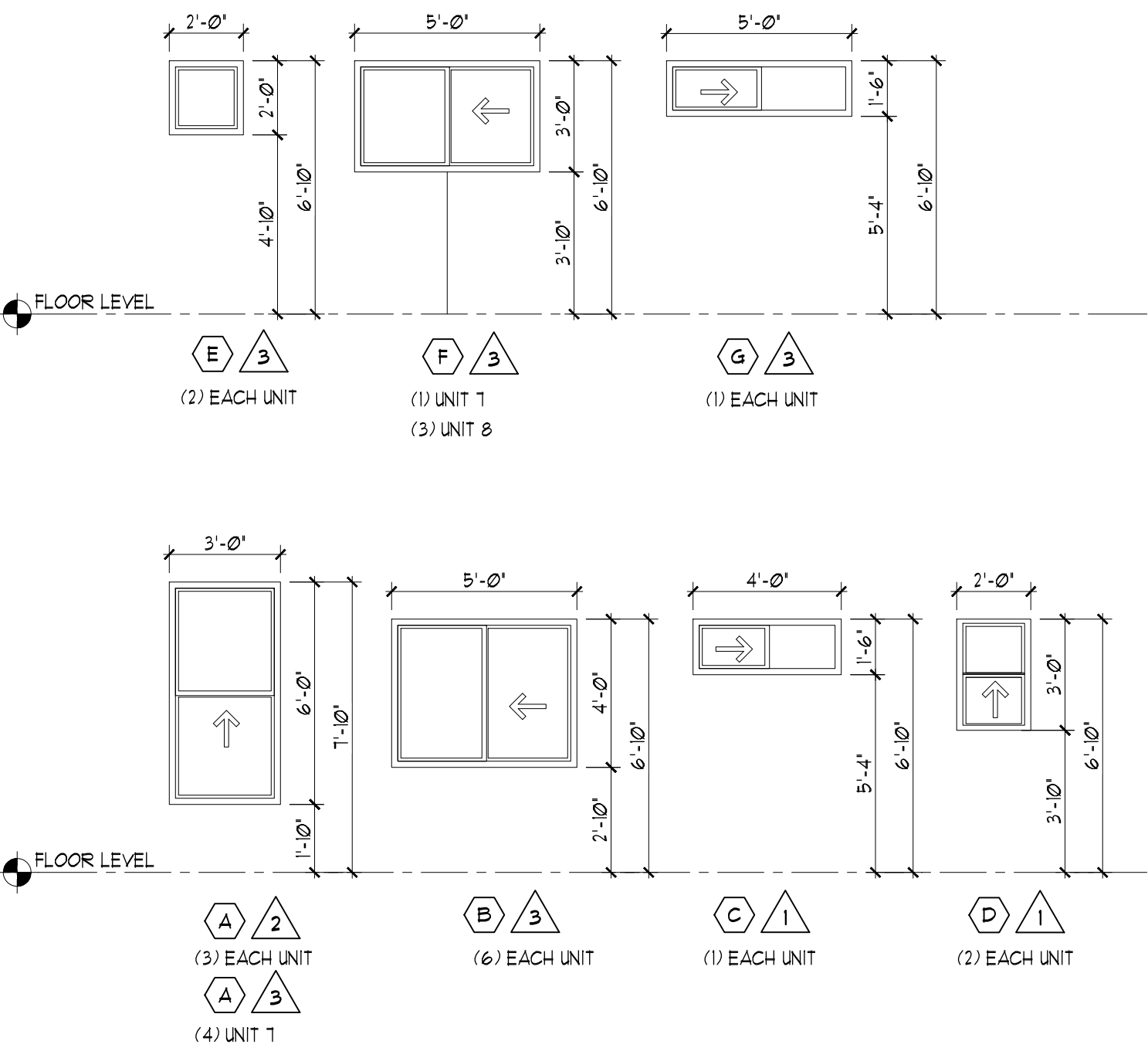
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Date:

Sheet Contents:
Floor Framing Plan

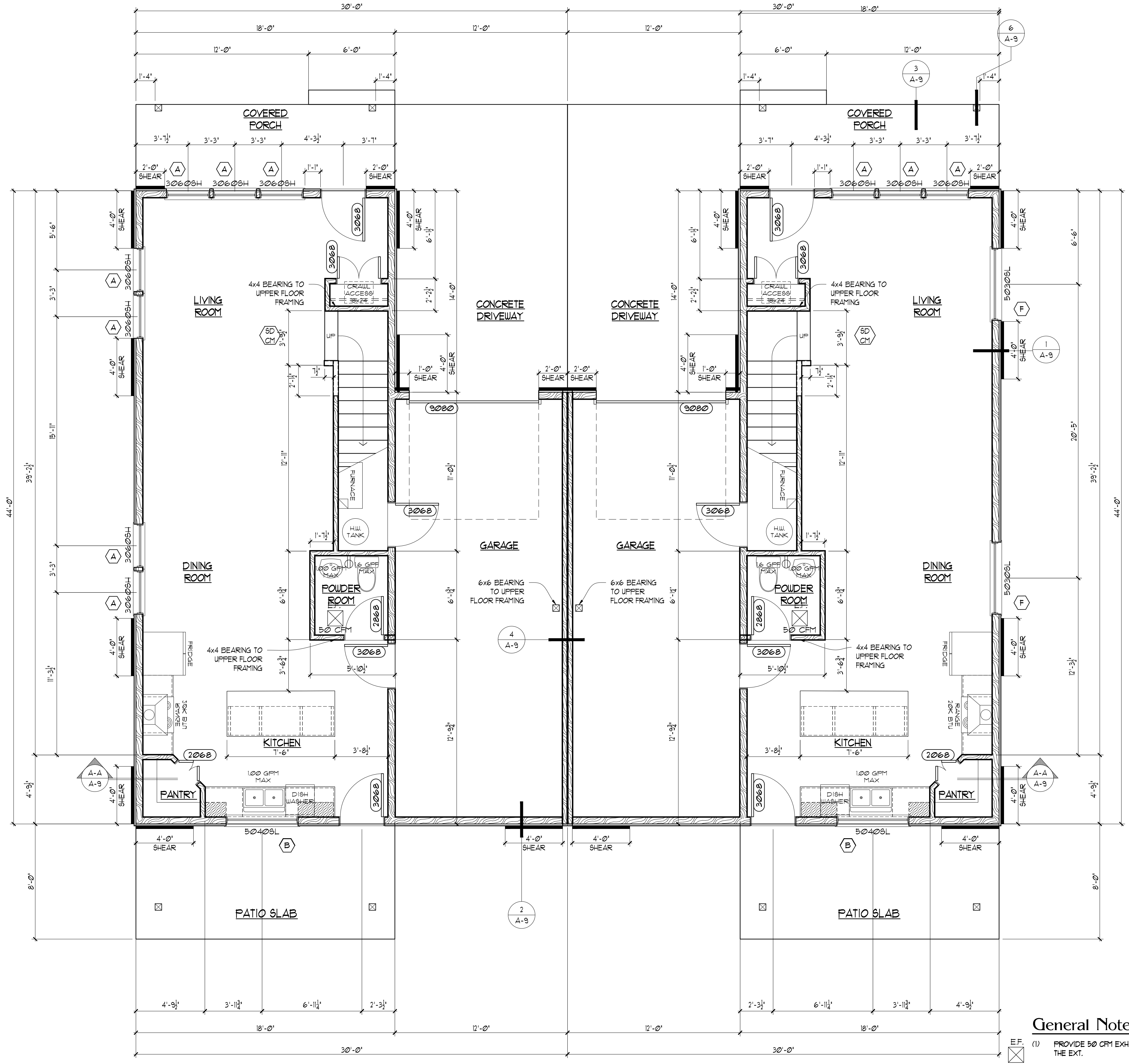
A-3

- General Notes:**
- 1) VERIFY ALL WINDOW OPERATIONS, GLAZING AND SIZING W/ OWNER
 - 2) ALL GLAZING TO BE LOW-E TYPE WITH A MINIMUM U-VALUE OF 28

- GLAZING SCHEDULE:**
- | | |
|---|---|
| 1 | LOW-E INSULATED GLAZING UNIT (OBSCURED GLAZING) |
| 2 | LOW-E INSULATED GLAZING UNIT (TEMPERED GLAZING) |
| 3 | LOW-E INSULATED GLAZING UNIT (CLEAR GLAZING) |



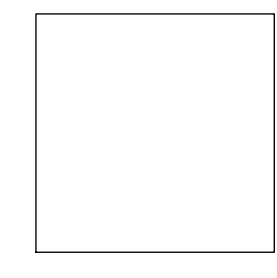
Window Types
SCALE: 1/4" = 1'-0"



Main Floor Plan
SCALE: 1/4" = 1'-0"

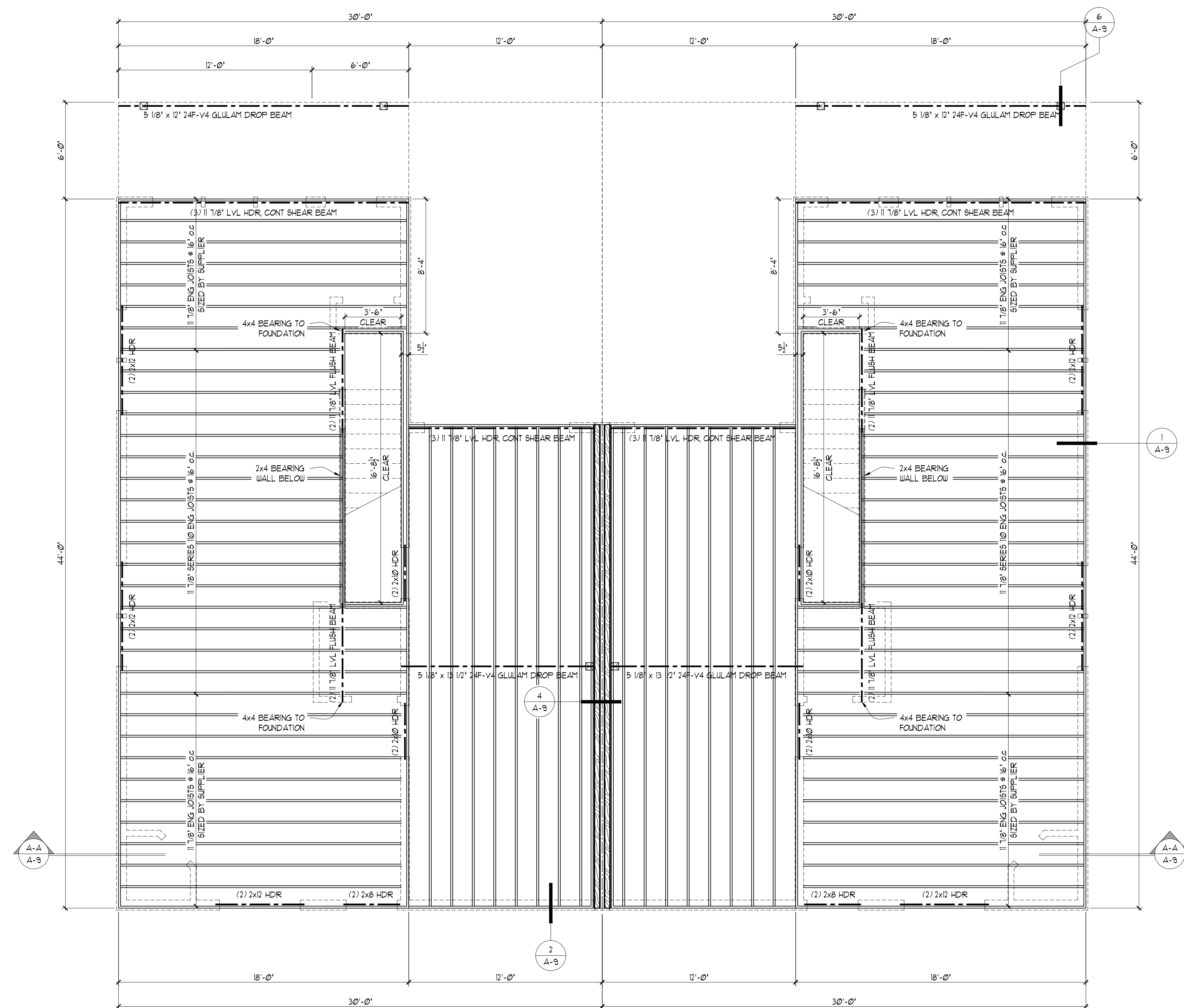
- General Note:**
- (1) PROVIDE 50 CFM EXHAUST FAN IN BATHROOMS, VENT TO THE EXT.
 - (2) PROVIDE 100 CFM EXHAUST FAN IN LAUNDRY ROOM AS THE WHOLE HOUSE FAN, VENT TO THE EXT.
 - (3) G.C. TO COOR GFCI CIRCUITS AS REQUIRED BY CODE
 - (4) G.C. TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

- Bracing Method:**
- 1) ALL WALL PANELS TO BE SHEATHING METHOD CS-WSP, UNLESS NOTED OTHERWISE



Job Number:
Date:
Sheet Contents:
Main Floor Plan

A-4

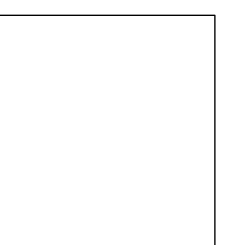


Upper Floor Framing Plan

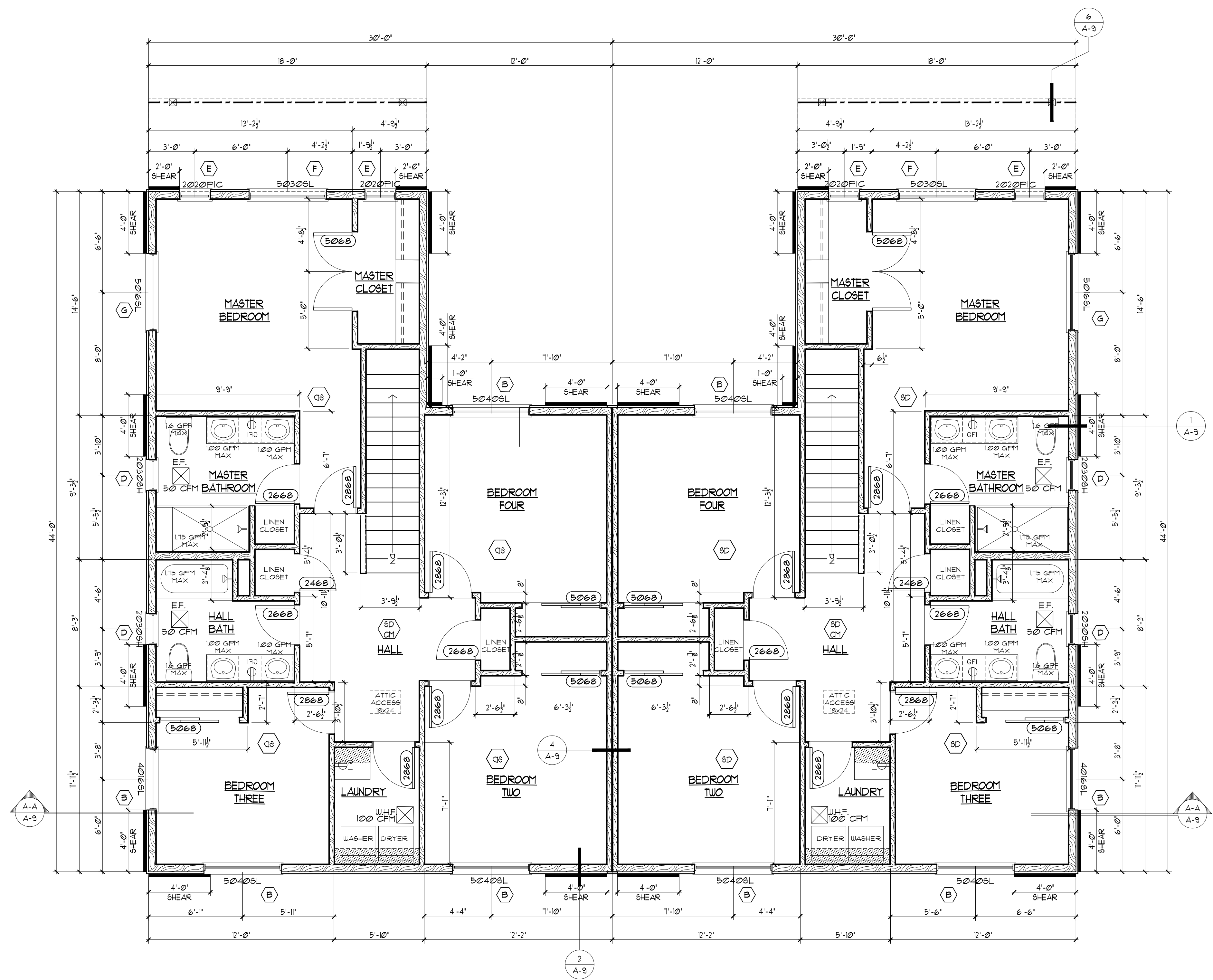
SCALE: 1/4" = 1'-0"

General Note:

- 1) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.



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Date:
Sheet Contents:
Floor Framing Plan



Upper Floor Plan

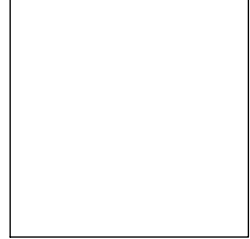
SCALE: 1/4" = 1'-0"

General Note:

- (1) PROVIDE 50 CFM EXHAUST FAN IN BATHROOMS, VENT TO THE EXT.
- (2) PROVIDE 100 CFM EXHAUST FAN IN LAUNDRY ROOM AS THE WHOLE HOUSE FAN, VENT TO THE EXT.
- (3) G.C. TO COOR GFCI CIRCUITS AS REQUIRED BY CODE
- (4) G.C. TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

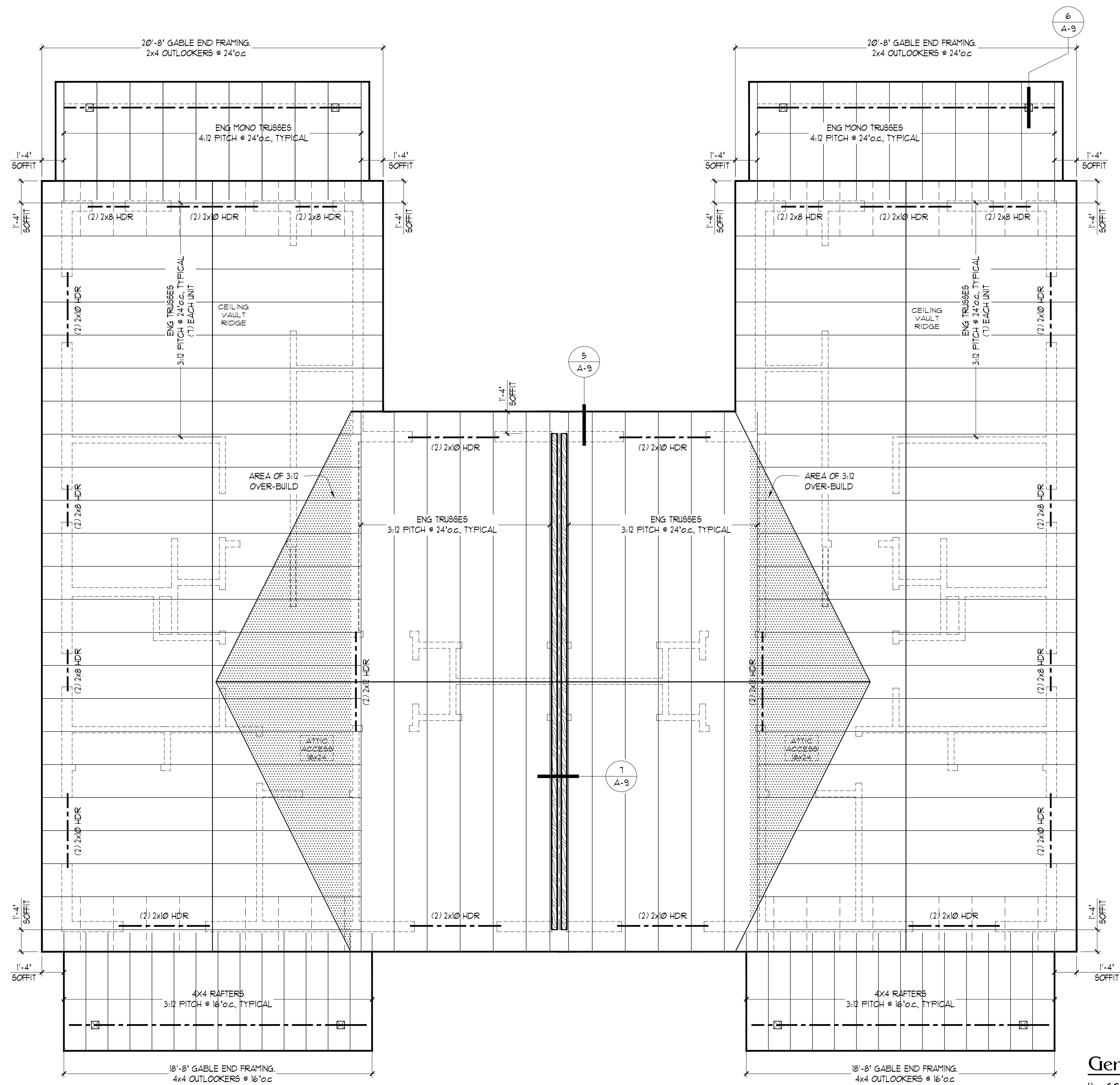
Bracing Method:

- (1) ALL WALL PANELS TO BE SHEATHING METHOD CS-WSP, UNLESS NOTED OTHERWISE



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Date:
Sheet Contents:
Upper Floor Plan

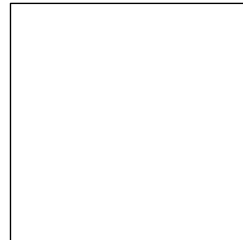
A-6



- General Note:**
- 1) G.C. TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.
 - 2) DOWNSPOUTS FROM GUTTERS SHALL BE TIGHT-LINED TO PUBLIC STORM SEWER STUB
 - 3) TYPICAL WALL PLATE HEIGHT MAIN FLOOR TO BE 9'-1 1/8" IN HEIGHT USING PRECUT 104 5/8" STUDS, TYPICAL WALL PLATE HEIGHT UPPER FLOOR TO BE 8'-1 1/8" IN HEIGHT USING PRECUT 92 5/8" STUDS UNLESS NOTED OTHERWISE
 - 4) G.C. TO SUPPLY ENGINEERED TRUSS DRAWING PROVIDE BY SUPPLIER TO PERMIT AUTHORITY
 - 5) VENTILATION REQUIRED PER CODE, PROVIDE 1/2 REQUIRED VENTILATION AT SOFFIT, PROVIDE 1/2 REQUIRED VENTILATION AT RIDGE, COOR W/ ROOF MATERIAL
 - 6) ALL OVER-BUILT AREAS TO BE 2x6 "2 OR BTR D-FIR
 - 7) PROVIDE ICE AND WATER SHIELD ROOFING MEMBRANE UNDER SHINGLE ROOFING 36" FROM EDGES, VALLEYS AND ALL OTHER AREAS WITH LESS THAN 4:12 PITCH, EXTEND 24" PAST EXTERIOR WALLS

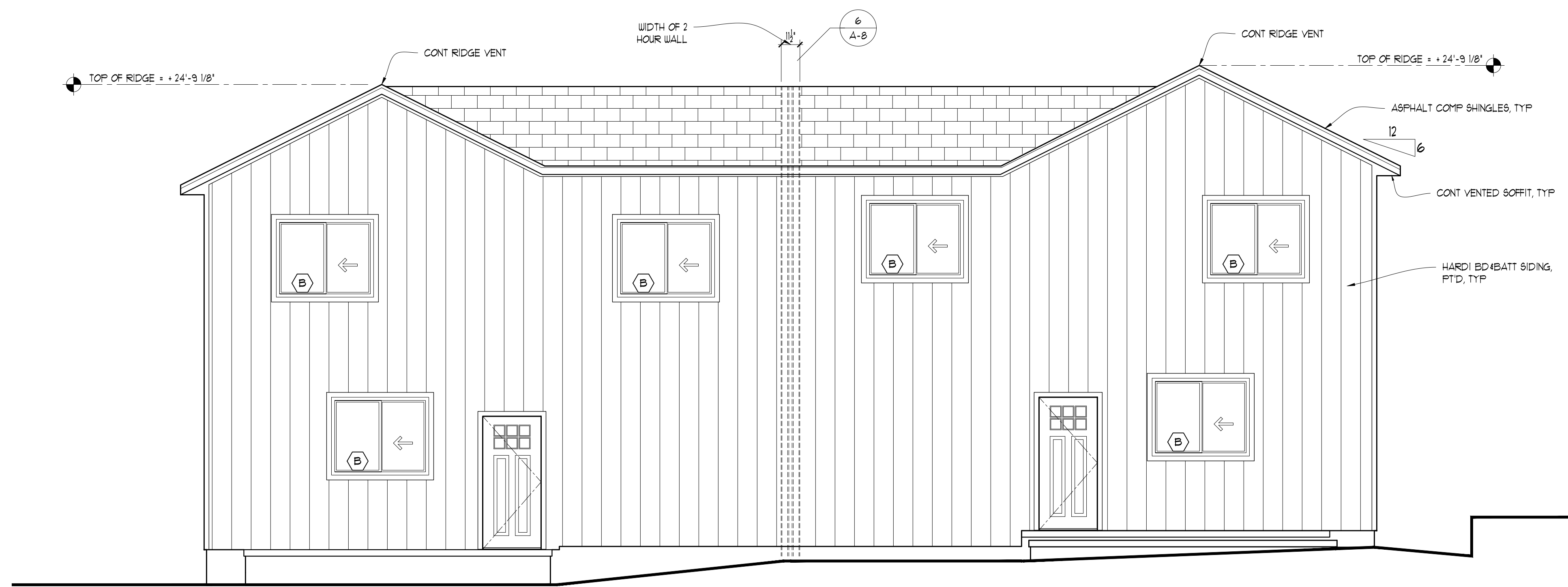
Roof Framing Plan

SCALE: 1/4" = 1'-0"



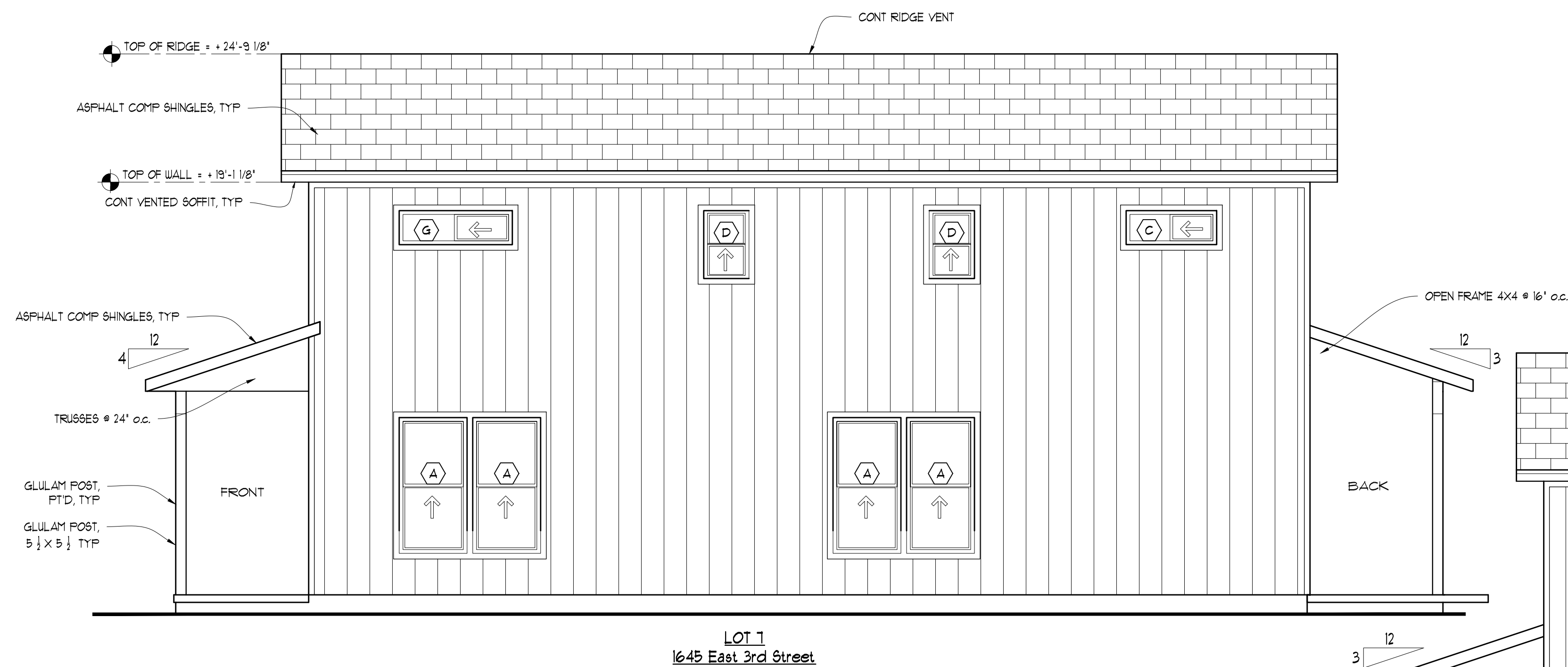
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Roof Framing Plan

A-7



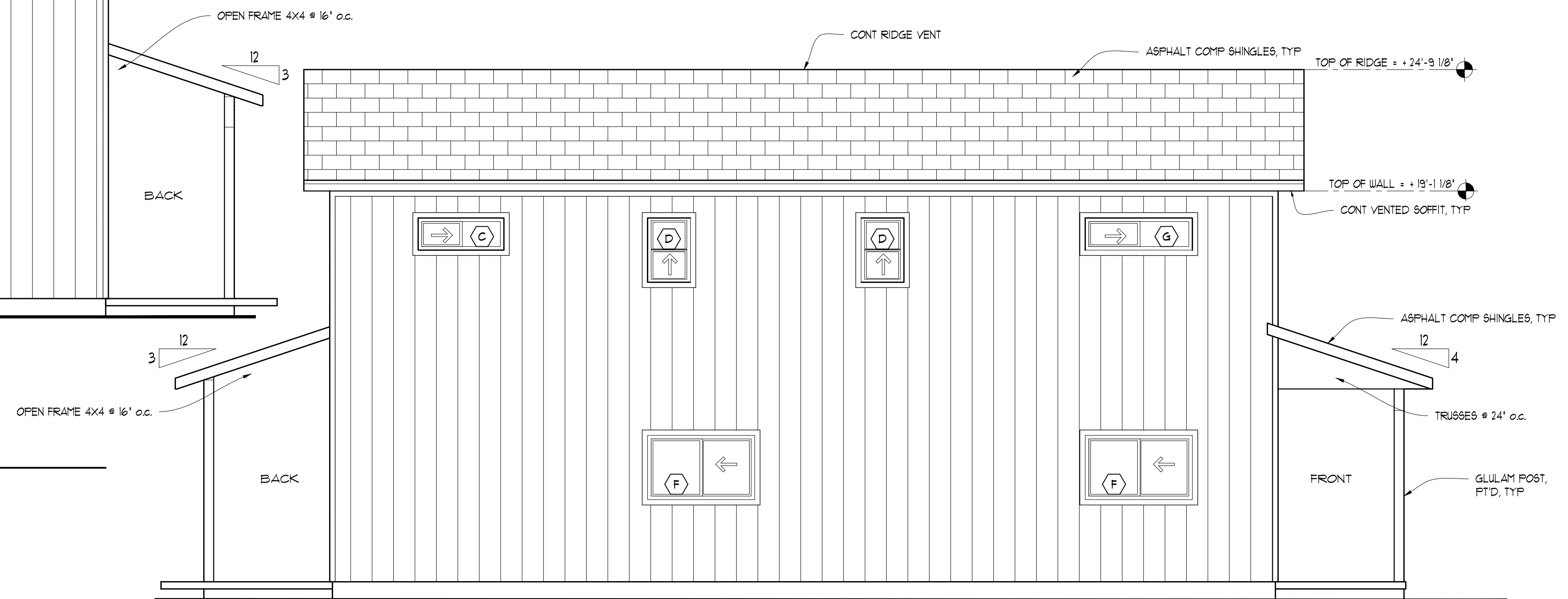
Southeast Elevation

SCALE: 1/4" = 1'-0"



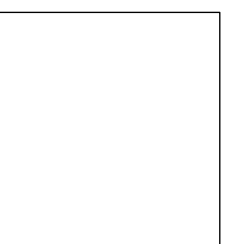
Southwest Elevation

SCALE: 1/4" = 1'-0"



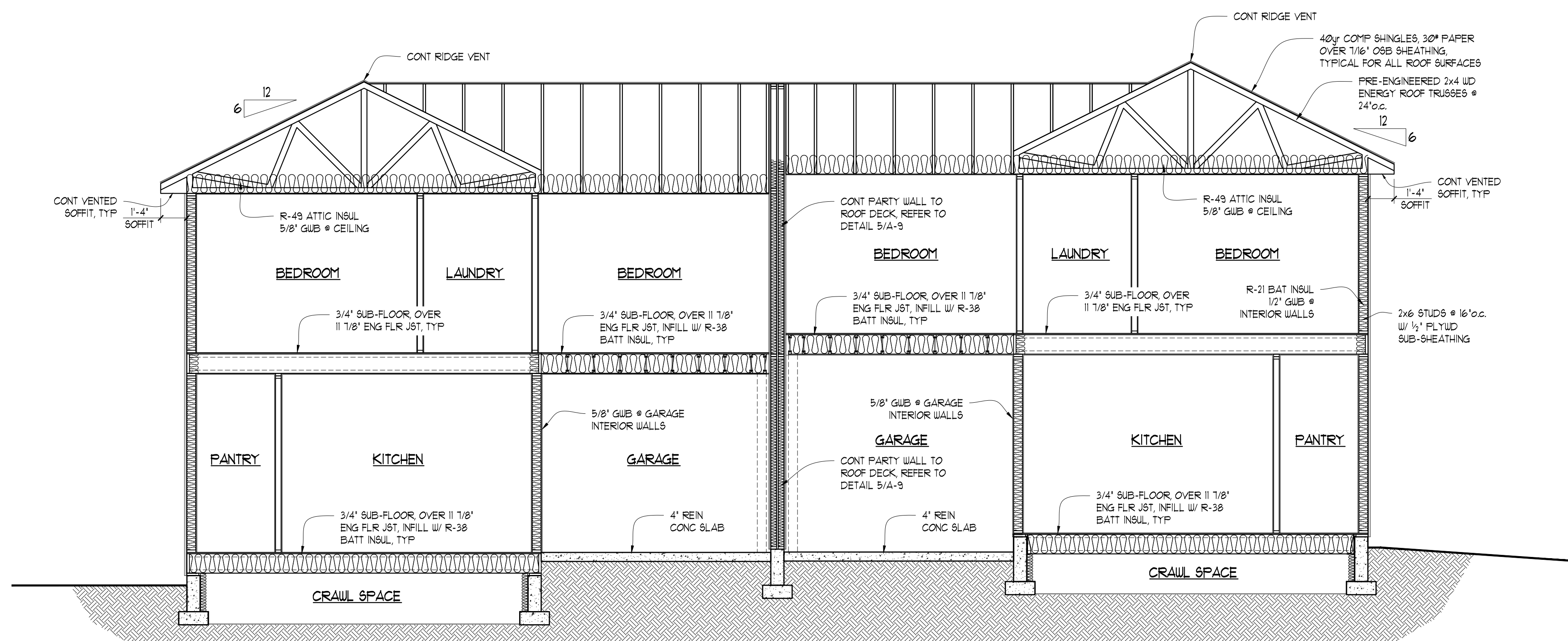
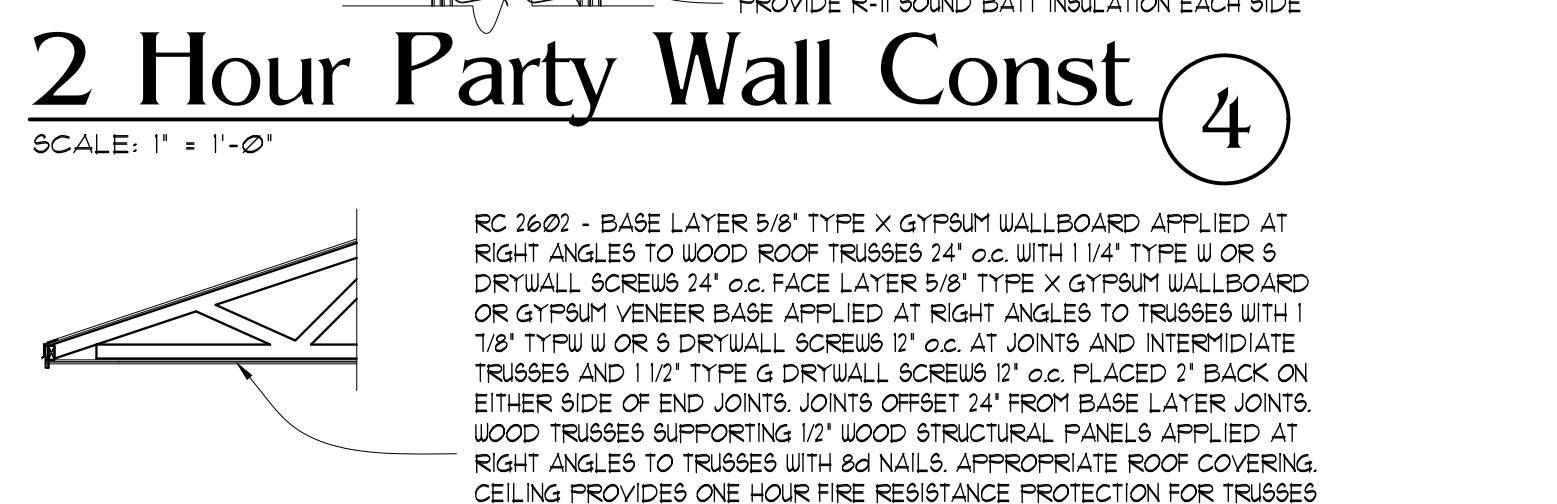
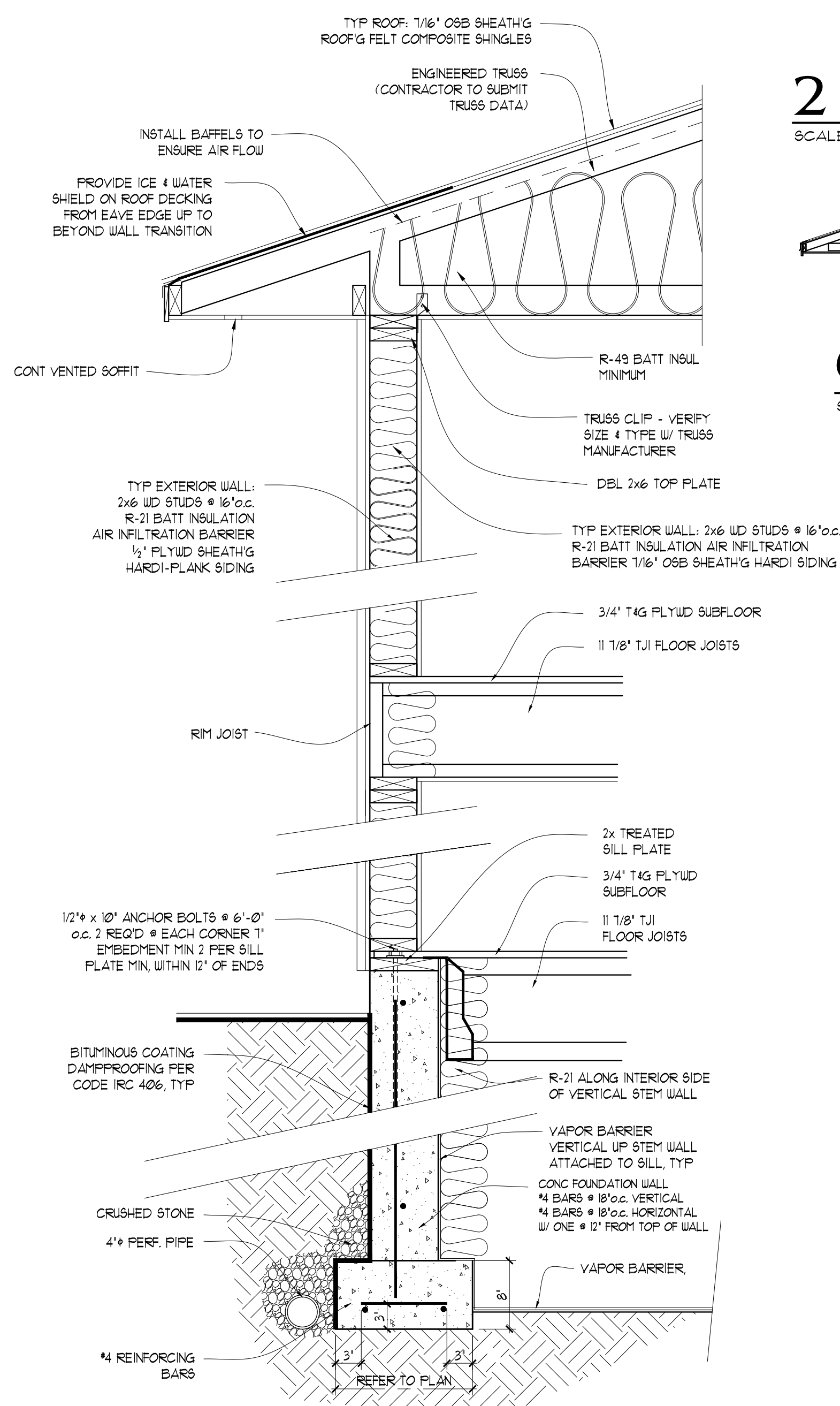
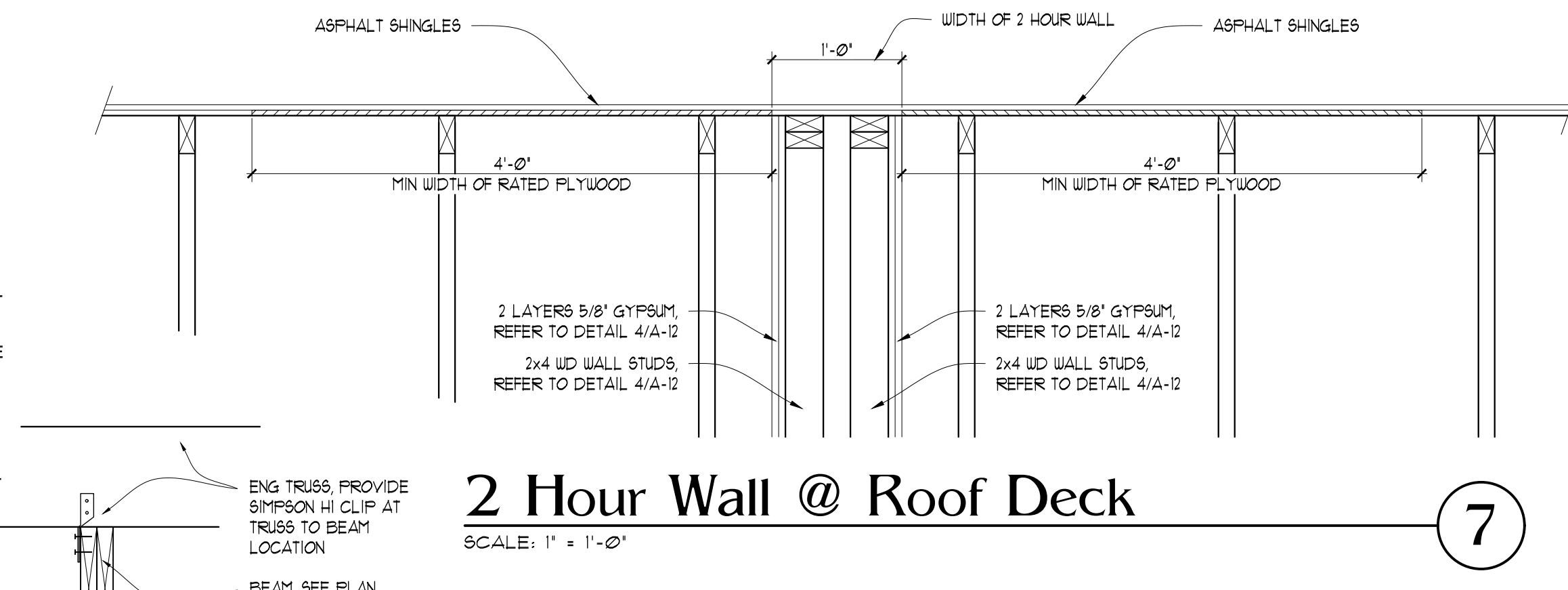
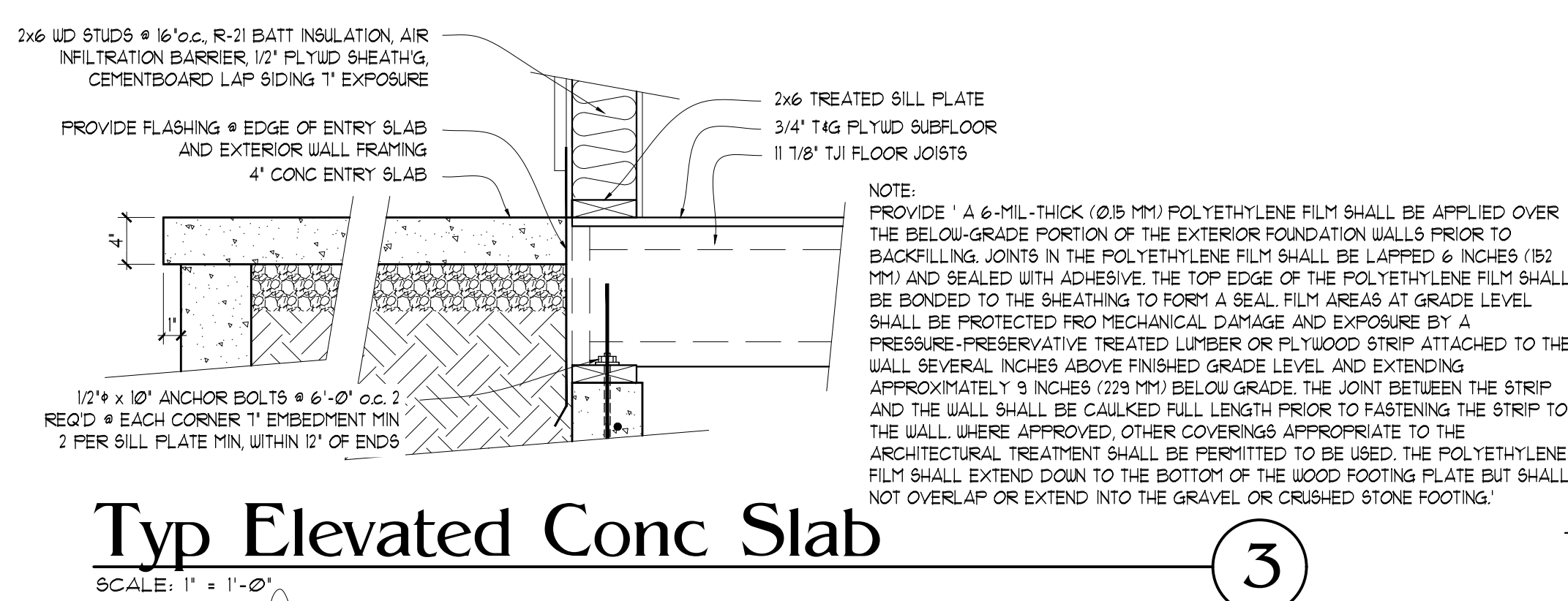
Northeast Elevation

SCALE: 1/4" = 1'-0"



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Sheet Contents:
Exterior Elevations

A-8



Typ Wall Section

SCALE: 1" = 1'-0"

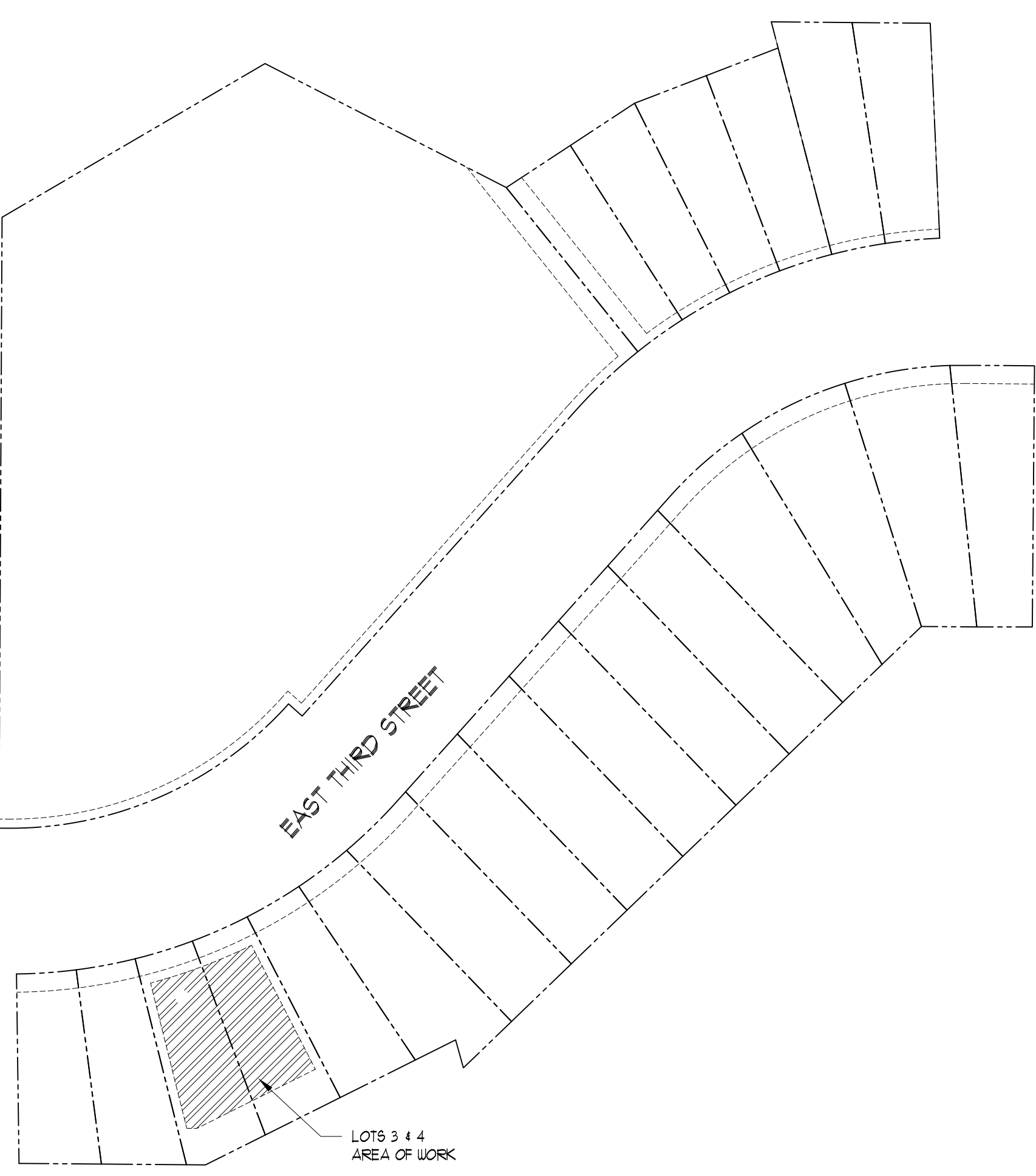
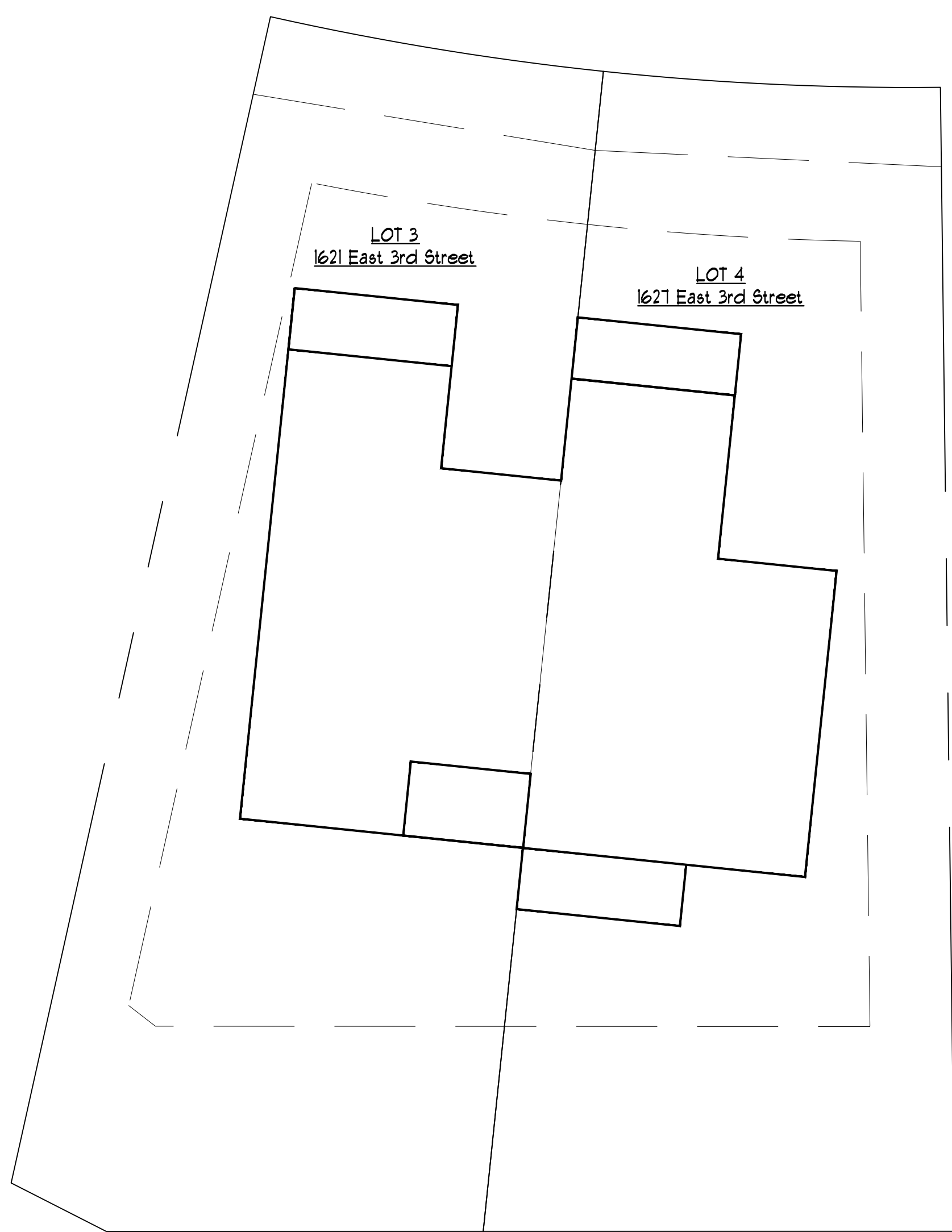
1

Building Section A-A

SCALE: 1/4" = 1'-0"

Harvest Hills Twin Homes South Lots 3 to 4

East Third St
Moscow, Idaho



Vicinity Map
N.T.S.

INDEX OF DRAWINGS

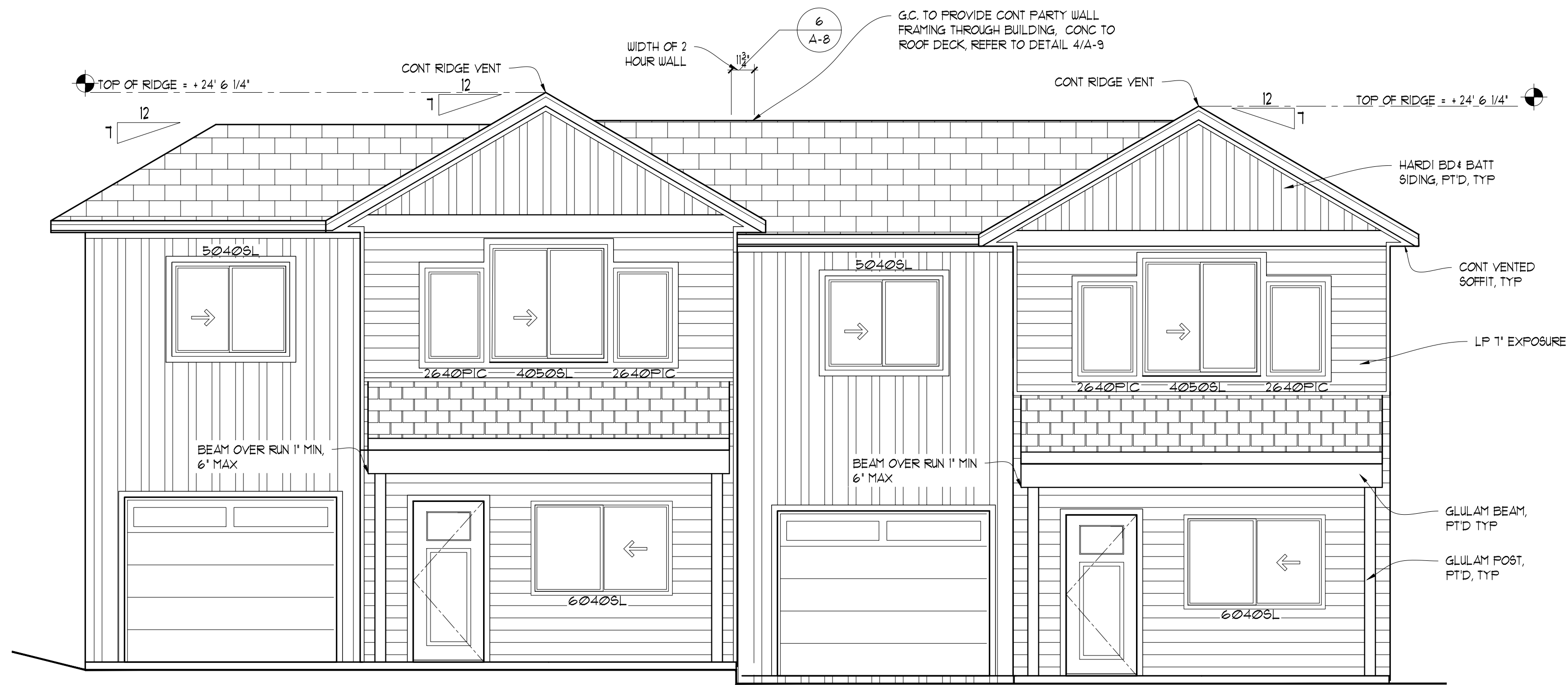
- A-0 TITLE SHEET, GEN. NOTES, VICINITY MAP
- A-1 SITE PLAN, SITE DETAILS, EXT ELEVATION
- A-2 FOUNDATION PLAN
- A-3 MAIN FLOOR FRAMING PLAN
- A-4 MAIN FLOOR PLAN, WINDOW SCHEDULE
- A-5 UPPER FLOOR FRAMING PLAN
- A-6 UPPER FLOOR PLAN
- A-7 ROOF FRAMING PLAN
- A-8 EXTERIOR ELEVATIONS
- A-9 BUILDING SECTION, BUILDING DETAILS

GENERAL / CONSTRUCTION NOTES (unless noted otherwise)

GENERAL THESE DRAWINGS ARE INTENDED TO SERVE AS AN OUTLINE FOR CONSTRUCTION ONLY. THE CONTRACTOR SHALL BEAR THE FULL RESPONSIBILITY FOR VERIFYING THAT ALL ELEMENTS OF THE DESIGN AND CONSTRUCTION CONFORM TO INDUSTRY STANDARDS AND TO THE STANDARDS OF THE ADOPTED BUILDING CODE AS WELL AS ANY OTHER LOCAL ORDINANCES AND/OR REGULATIONS AND REQUIREMENTS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION IN THE AREA OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL CONSTRUCTION ITEMS AND ACCESSORIES WHICH MAY NOT BE INDICATED ON THE DRAWINGS, BUT ARE REQUIRED FOR COMPLETION OF THE PROJECT. THE COST OF ALTERING ANY ITEMS, CONSTRUCTED OR OTHERWISE, BECAUSE OF NON-COMPLIANCE WITH BUILDING CODES AND LOCAL ORDINANCES, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR TO INFORM HIMSELF OF ANY AND ALL SUCH REQUIREMENTS PRIOR TO PROCEEDING WITH CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS. LISTED DIMENSIONS SHALL HAVE PRECEDENCE OVER ANY DIMENSIONS OBTAINED BY SCALING FROM THE PLANS. CONTRACTOR SHALL AVOID SCALING FROM THE PLANS WHENEVER POSSIBLE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE ANY SPECIAL TESTING AND/OR SPECIAL INSPECTIONS AS REQUIRED BY APPLICABLE BUILDING CODES AND LOCAL BUILDING ORDINANCES. THE CONTRACTOR SHALL PROVIDE BLOCKING IN WALLS AS REQUIRED FOR THE MOUNTING OF ANY SHELVES, SPECIAL ITEMS AND/OR EQUIPMENT. THE CONTRACTOR SHALL COORDINATE ALL LOCATIONS OF ANY SPECIAL ITEMS OR EQUIPMENT WITH THE OWNER. THE CONTRACTOR SHALL HAVE THE ABILITY TO ALTER CONSTRUCTION ITEMS OR DETAILS AS REQUIRED TO CONFORM TO STANDARD BUILDING PRACTICES, UNFORESEEN CONDITIONS, CODE COMPLIANCE ISSUES AND ECONOMIC BUILDING PRACTICES. HOWEVER, WHETHER IT BE BY PREFERENCE OR BY REQUIREMENT, THE CONTRACTOR MUST CONSULT WITH THE OWNER PRIOR TO MAKING ANY CHANGES WHICH WILL DEVIATE FROM THE DRAWINGS. THE CONTRACTOR SHALL NOT MAKE ANY CHANGES TO THE DRAWINGS OR CONSTRUCTION WITHOUT RECEIVING VERBAL OR WRITTEN AUTHORIZATION FROM THE OWNER. THESE DRAWINGS SHALL NOT BE COPIED WITHOUT THE WRITTEN CONSENT OF THE OWNER. NEITHER THESE DRAWINGS, OR A RE-CREATION OF THE THE DESIGN CONTAINED HEREIN, SHALL BE USED BY ANY INDIVIDUAL OR COMPANY FOR THE CONSTRUCTION OF ANY OTHER HOUSE OR STRUCTURE THAN SPECIFIED LOCATION ON THE TITLE BLOCK WITHOUT THE WRITTEN CONSENT OF THE AUTHOR (JOHN N PAUL) THE OWNER	CONTRACTOR SHALL COORDINATE WITH THE OWNER WHICH EXISTING SITE FEATURES, EXISTING TREES AND VEGETATION ARE TO REMAIN, AND WHICH ARE TO BE REMOVED, PRIOR TO ANY SITE CLEARING OPERATIONS. PROTECT EXISTING TREES AND OTHER VEGETATION, WHICH IS NOT TO BE REMOVED, AGAINST ANY UNNECESSARY DAMAGE DURING THE DURATION OF CONSTRUCTION ACTIVITIES ON THE SITE. REMOVE TREES, GRASS AND OTHER VEGETATION, IMPROVEMENTS, OR OTHER OBSTRUCTIONS AS REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION. REMOVE ALL WASTE MATERIAL, DEBRIS AND UNSUITABLE OR EXCESS TOPSOIL FROM OWNERS PROPERTY. BURNING IS NOT PERMITTED ON THE OWNERS PROPERTY. EARTHWORK CONTRACTOR SHALL VERIFY, TO THE BEST EXTENT POSSIBLE, THE LOCATION OF ANY UNDERGROUND FEATURES, IMPROVEMENTS OR UTILITIES PRIOR TO ANY EXCAVATION WORK. ALL EXCAVATION AND BACKFILL WORK SHALL COMPLY ALL LOCAL CODES, ORDINANCES AND REQUIREMENTS OF ANY AGENCIES HAVING JURISDICTION. CONTRACTOR SHALL INQUIRE OF AND CONFORM TO ANY SPECIAL INSPECTION REQUIREMENTS REQUIRED BY LOCAL AGENCIES HAVING JURISDICTION. FINISH GRADE AREAS ADJACENT TO BUILDING LINES SHALL DRAIN AWAY FROM STRUCTURES AT A MINIMUM SLOPE OF 2% AND/OR AS INDICATED ON DRAWINGS. FINISHED GRADES AND SURFACES SHOULD PREVENT PONDING AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING FOR A MINIMUM OF 6'-0", AND BE FREE FROM IRREGULAR SURFACE CHANGES. PROVIDE AND IMPLEMENT EROSION CONTROL MEASURES TO PREVENT EROSION DAMAGE TO FRESHLY GRADED AREAS. REMOVE EXCESS EXCAVATED MATERIAL, TRASH, DEBRIS AND WASTE MATERIALS FROM OWNERS PROPERTY AND DISPOSE OF IT. CAST-IN-PLACE-CONCRETE FOUNDATIONS ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS. THE BOTTOM OF ALL FOOTINGS SHALL BEAR ON NATIVE, INORGANIC, UNDISTURBED SOIL. ALL EXTERIOR FOOTINGS SHALL EXTEND 2'-6" MINIMUM BELOW FINISH GRADE. NO FOOTING SHALL BEAR HIGHER THAN 1' VERTICAL TO 1.5 HORIZONTAL SLOPE ABOVE ANY EXCAVATION, EXISTING OR PLANNED. CONCRETE STRENGTH, MIXTURES, MATERIALS AND CONSTRUCTION IN GENERAL SHALL CONFORM TO THE REQUIREMENTS AND REGULATIONS OF THE ADOPTED BUILDING CODE AND ANY AND ALL REGULATIONS, REQUIREMENTS, AND ORDINANCES OF ALL AGENCIES HAVING JURISDICTION. PROVIDE AN APPROVED WATER RESISTANT VAPOR BARRIER (POLYETHYLENE FILM) OVER PREPARED BASE MATERIAL UNDER ALL INTERIOR CONCRETE SLABS ON GRADE. REINFORCING STEEL SHALL BE DEFORMED BARS - GRADE 60 FOR #4 & LARGER. SECURELY TIE IN PLACE WITH DOUBLE ANNEALED 16 GAUGE IRON WIRE OR APPROVED CLIPS. PROVIDE CLEAR EMBEDMENT AT REINFORCING BARS AS FOLLOWS: CONCRETE CAST AGAINST SOIL = 3" FORMED CONCRETE AGAINST SOIL = 2" WALLS, COLUMNS OR BEAMS NOT EXPOSED TO WEATHER = 1" SLAB-ON-GRADE = 2" APPLY DAMPROOFING TO ALL BELOW-GRADE SURFACES OF UNDERGROUND WALLS IN CONTACT WITH EARTHWORK OR OTHER BACKFILL, IN ANY SITUATION WHERE SPACE OF ANY KIND IS ENCLOSED ON THE OPPOSITE SIDE.	FOUNDATION DRAINAGE THE FOUNDATION DRAIN SHALL CONSIST OF GRAVEL, CRUSHED STONE, AND A CORRUGATED PERFORATED POLYETHYLENE DRAINAGE TILE. GRAVEL OR CRUSHED STONE SHALL CONTAIN NOT MORE THAN TEN (10) PERCENT MATERIAL THAT PASSES A NO. 4 SIEVE. THE DRAIN SHALL EXTEND A MINIMUM OF TWELVE (12) INCHES BEYOND THE OUTSIDE EDGE OF THE FOOTING. THE DEPTH SHALL BE SUCH THAT THE BOTTOM OF THE DRAIN IS NOT HIGHER THAN THE BOTTOM OF THE BASE MATERIAL UNDER THE FLOOR, AND THE TOP OF THE DRAIN IS NOT LESS THAN SIX (6) INCHES ABOVE THE SPREAD PORTION OF THE FOOTING. THE TOP OF THE DRAIN SHALL BE COVERED WITH AN APPROVED FILTER MEMBRANE MATERIAL. THE INVERT OF THE DRAIN PIPE OR TILE SHALL NOT BE HIGHER THAN THE FLOOR ELEVATION. THE TOP OF JOINTS AT TOP OF PERFORATIONS SHALL BE PROTECTED WITH AN APPROVED FILTER MEMBRANE MATERIAL. THE PIPES OF THE TILE SHALL BE PLACED ON NOT LESS THAN TWO (2) INCHES OF GRAVEL OR CRUSHED STONE COMPLYING WITH LOCAL BUILDING ORDINANCES AND SHALL BE COVERED WITH NOT LESS THAN SIX (6) INCHES OF THE SAME MATERIAL.	ROUGH CARPENTRY ALL DIMENSIONAL/SAWN LUMBER TO BE DOUGLAS-FIR / LARCH, WMPA 1991 WESTERN GRADING RULES. LUMBER SHALL BE OF THE FOLLOWING GRADES: STUDS - 2x4 - STANDARD OR BETTER JOIST - 2 TO 4 WIDE - #2 OR BETTER 6 TO 8 - #1 OR BETTER 10, 12 & 14 - #1 BEAMS AND STRINGERS - #1 POSTS AND TIMBERS - #1 SHEATHING SHALL BE OSB. SUBFLOORING SHALL BE APA RATED STURD-I-FLOOR, EXPOSURE 1, 48/24, 3/4" THICK WITH T&G SIDES. ROOF SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20 5/8" THICK. WALL SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20, 1/2" THICK. ALL WOODS BEARING ON CONCRETE OR MASONRY, IF LESS THAN 4'-0" ABOVE GRADE, SHALL BE PRESURE TREATED. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, DUCTS, ETC... UNDERLAYMENT SHALL BE 1/2" THICK PARTICLE BOARD UNDERLAYMENT.	FLOOR AND WALL FRAMING WALL STUDS SHALL BE 2x4 OR 2x6 AT 16-INCH CENTER WITH THE LARGE DIMENSION PERPENDICULAR TO THE WALL, UNLESS OTHERWISE SHOWN OR NOTED. DOUBLE STUDS AT OPENING BLOCKS AND TRIPLE STUDS AT CORNERS AND INTERSECTIONS AND AT BLOCKS OF OPENINGS WIDER THAN 6 FEET. PROVIDE DOUBLE TOP PLATE, OVERLAP TOP PLATE AT CORNERS AND INTERSECTIONS WITH BEARING PARTITIONS. INTERIOR WALLS SHALL HAVE THE TOP PLATE OVERLAP OUTSIDE EXTERIOR WALLS. LAP ENDS 48 INCHES. BRACE STUDS WHICH EXCEED 10 FEET IN HEIGHT WITH BLOCKING CUT FROM STUD MATERIAL. LOCATE BLOCKING AT MID HEIGHT OF STUD. STUD WALLS OVER 10 FEET IN HEIGHT REQUIRE FIRE BLOCKING. WALL SHEATHING IS 5/8" OSB AIR INFILTRATION BARRIER SHALL BE "TYVEK HOUSEWRAP" OR APPROVED EQUAL AND SHALL BE INSTALLED UNDER ALL SIDING. FLOOR JOISTS SHALL BE WOOD "I" JOISTS AND STAMPED BY THE APA FOR SPANS AND APPLICATIONS INDICATED ON DRAWINGS. PROVIDE DOUBLE FLOOR JOIST UNDER ALL PARTITION WALLS WHICH RUN PARALLEL WITH THE DIRECTION OF THE FLOOR JOIST TYPICAL. ALL SUBFLOORING SHALL BE GLUED AND NAILED TO FLOOR JOISTS. SILL SEALER SHALL BE PROVIDED AT ALL SILL PLATES AND SHALL BE 1/2 THICK FOAM PLATES OR OTHER MATERIAL APPROVED FOR SAME PURPOSE.	COMPOSITION SHINGLE ROOFING PROVIDE MINERAL-SURFACED, SELF-SEALING, GLASS-FIBER BASED ARCHITECTURAL GRADE ASPHALT SHINGLES. SHINGLES SHALL BE CLASS "A", U.L. RATED AND BEAR A U.L. WIND RESISTANT LABEL. SHINGLES SHALL HAVE A MANUFACTURERS 40-YEAR WARRANTY. ADHERING, MINIMUM 40 MILS THICK, MINIMUM TENSILE STRENGTH 250 PSI. UNDERLAYMENT SHALL BE RUBBERIZED ASPHALT MEMBRANE, SELF-ADHERING, MINIMUM 40 MILS THICK, MINIMUM TENSILE STRENGTH 250 PSI. CEMENT LAYERS OF SELF ADHERING UNDERLAYMENT FROM THE EAVES TO A POINT AT LEAST 24" BEYOND THE INTERIOR WALL LINE OF THE BUILDING. THE CEMENTED UNDERLAYMENT SERVES AS EAVES FLASHING (ICE DAMS) PROVIDE METAL VALLEY AND WALL FLASHING AS PER MANUFACTURERS STANDARD INSTALLATION GUIDELINES. PROVIDE CONTINUOUS METAL CUTTERS AT ALL DRIP EDGES OF ROOFS. LIFE SAFETY SD INDICATES THE LOCATION OF SMOKE DETECTORS. PROVIDE ELECTRICAL SERVICE WITH BATTERY BACKUP, DETECTOR TO BE ON AN INTERCONNECTED SYSTEMS DOORS AND WINDOWS ALL BEDROOMS OR SLEEPING ROOMS MUST HAVE AN EMERGENCY EGRESS WINDOW WITH A MIN. NET OPENABLE AREA OF AT LEAST 5.7 SQFT (800 SQ INCHES). THE MINIMUM WIDTH FOR AN EGRESS OPENING SHALL BE 20 INCHES AND THE MINIMUM HEIGHT FOR AN EGRESS OPENING SHALL BE 24 INCHES. THE FINISHED SILL HEIGHT SHALL BE 44" MAXIMUM ABOVE THE FINISHED FLOOR. THESE MINIMUM REQUIREMENTS SHALL HAVE PRECEDENCE OVER ANY WINDOWS INDICATED ON THE DRAWINGS, WHEN DO NOT MEET THESE REQUIREMENTS. CONTRACTOR SHALL VERIFY EGRESS REQUIREMENTS WITH FINAL WINDOW SELECTION. WINDOWS SHALL BE GLAD WOOD UNITS SELECTED FROM MANUFACTURERS STANDARD SIZES TO MATCH WINDOW SIZES AND OPERABLE CONFIGURATIONS AS INDICATED ON DRAWINGS. WINDOWS SHALL BE SELECTED IN COORDINATION WITH THE OWNER AND SHALL BE QUALITY UNITS WHICH MEET OR EXCEED LOCAL ORDINANCES AND UTILITY COMPANY REGULATIONS CONCERNING MINIMUM THERMAL PERFORMANCE REQUIREMENTS FOR WINDOW RESIDENTIAL PERFORMANCE AND AIR INFILTRATION BY THE MANUFACTURER TO COMPLY WITH ASTM C236, C976 OR AAMA 1503-1-1980. A MINIMUM U-VALUE OF 0.28 IS TO BE MET. SAFETY GLASS IS REQUIRED IN ALL AREAS WHERE GLASS IS WITHIN 18" OF THE FLOOR, OR IS IN EITHER THE DOOR OR DOOR SIGHTLINES. ANY REQUIRED SAFETY GLASS SHALL BE TEMPERED.	ALL DOORS SHALL BE 6'-8" MINIMUM IN HEIGHT AND ALL EXT DOORS SHALL BE A MINIMUM OF 3'-0" WIDE. REFER TO DRAWINGS FOR INDIVIDUAL DOOR SIZES. DOORS AND FRAMES WILL COMPLY WITH ASTM STANDARD 283-73 FOR AIR LEAKAGE AND A MAXIMUM U-VALUE OF 0.20. GYPSUM DRYWALL GYPSUM WALL BOARD SHALL BE 1/2" THICK WITH TAPERED EDGES TYPICAL. GARAGE WALLS AND CEILING SHALL BE 5/8" THICK. PROVIDE ALL CORNER BEADS, EDGE TRIM AND CONTROL JOINTS NECESSARY TO COMPLETE INSTALLATION OF GYPSUM WALL BOARD. FASTEN AS PER MANUFACTURERS SUGGESTED RECOMMENDATIONS FOR VARIOUS WALL / CEILING APPLICATIONS. INSTALL WATER RESISTIVE GYPSUM WALL BOARD IN ALL BATHROOMS. INSTALL TYPE "X" FIRE RESISTIVE GYPSUM WALL BOARD IN ANY ENCLOSED SPACES UNDER STAIRS TYPICAL. ALL PANEL JOINTS MUST BE TAPED AND FINISHED IN THESE AREAS EVEN IF WALLS ARE NOT TO RECEIVE PAINT. MECHANICAL/PLUMBING ANY MECHANICAL/PLUMBING ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE MECHANICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL MECHANICAL / PLUMBING WORKMANSHIP AND INSTALLATION SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF MECHANICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS. ALL GAS INSTALLATIONS MUST BE PERFORMED BY A GAS INSTALLER LICENSED TO OPERATE IN THE REGION OF THIS PROJECT. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE AUTHORIZED AUTHORITY AND ALL UTILITY COMPANIES. STRUCTURAL ITEMS SHALL NOT BE CUT OR NOTCHED FOR INSTALLATION OF MECHANICAL/PLUMBING ITEMS UNLESS PERMITTED BY IT OR BY MANUFACTURERS INSTRUCTIONS. ELECTRICAL ANY ELECTRICAL ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE ELECTRICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL ELECTRICAL WORKMANSHIP AND INSTALLATION SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ELECTRICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS. WHERE INDICATED ITEMS ON THE DRAWINGS ARE IN EXCESS OF THAT REQUIRED BY THE BUILDING CODE AND LOCAL ORDINANCES, THE CONTRACTOR SHALL PROVIDE ITEMS AS PER THE DRAWINGS. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE AUTHORIZED AUTHORITY AND ALL UTILITY COMPANIES.
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Job Number:
Date:
Sheet Contents:
Cover Sheet
General Notes
Vicinity Map

A-0

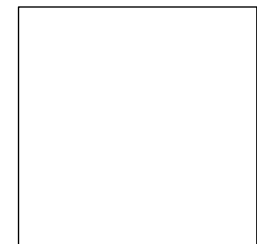
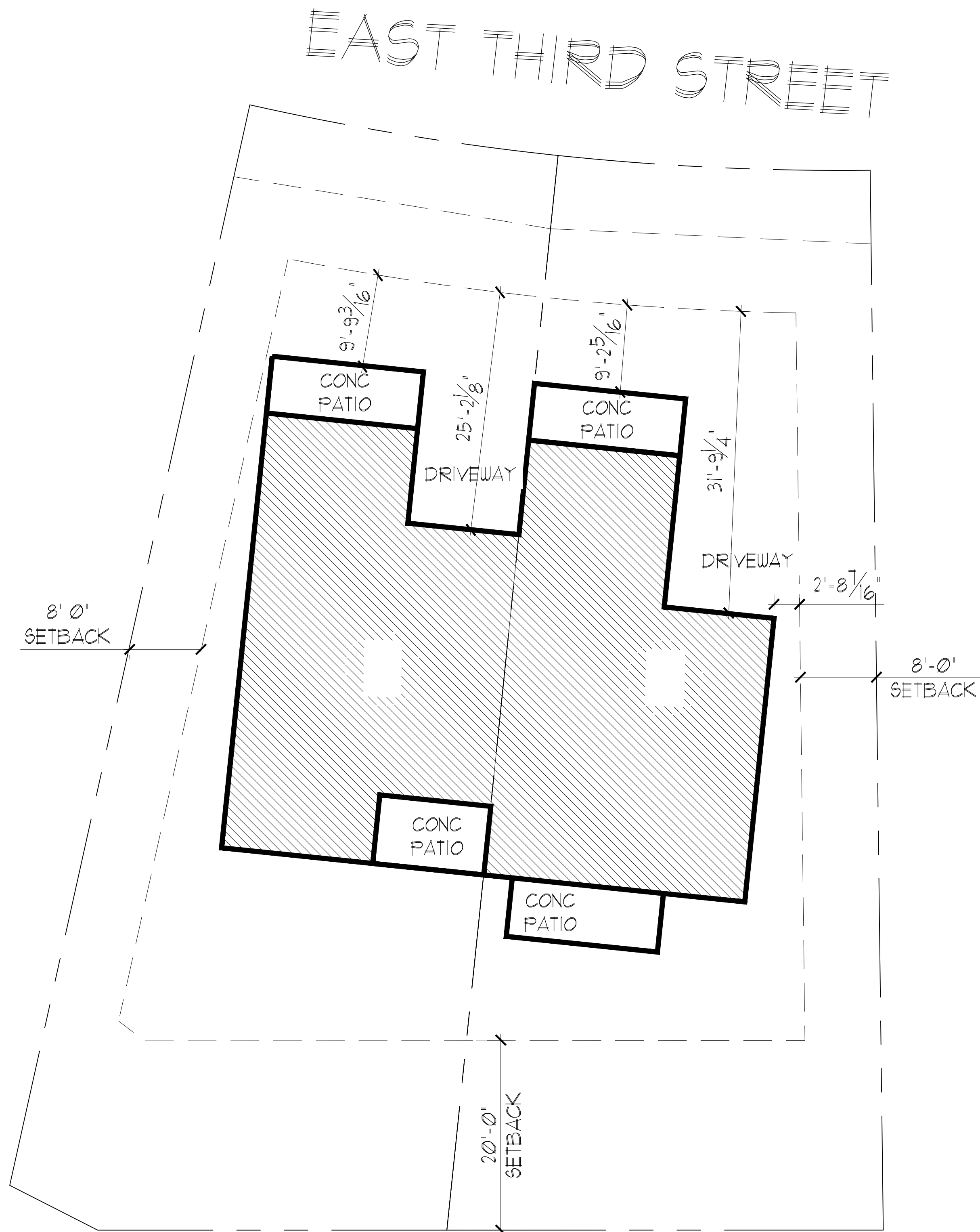


Front Elevation

SCALE: 1/4" = 1'-0"

General Notes:

1. G.C. TO REPLACE ALL DAMAGED FRONTAGE IMPROVEMENTS.
2. G.C. TO NOTIFY CITY WHEN COMPLETED, AND SCHEDULE AN INSPECTION.
3. G.C. TO PROVIDE WHOLE HOUSE FRESH AIR MAKE-UP VENTILATION, LOCATED BEHIND THE FRIDGE (SEE A-4)
4. G.C. TO PROVIDE TRUSS AND FLOOR JOIST DRAWINGS.



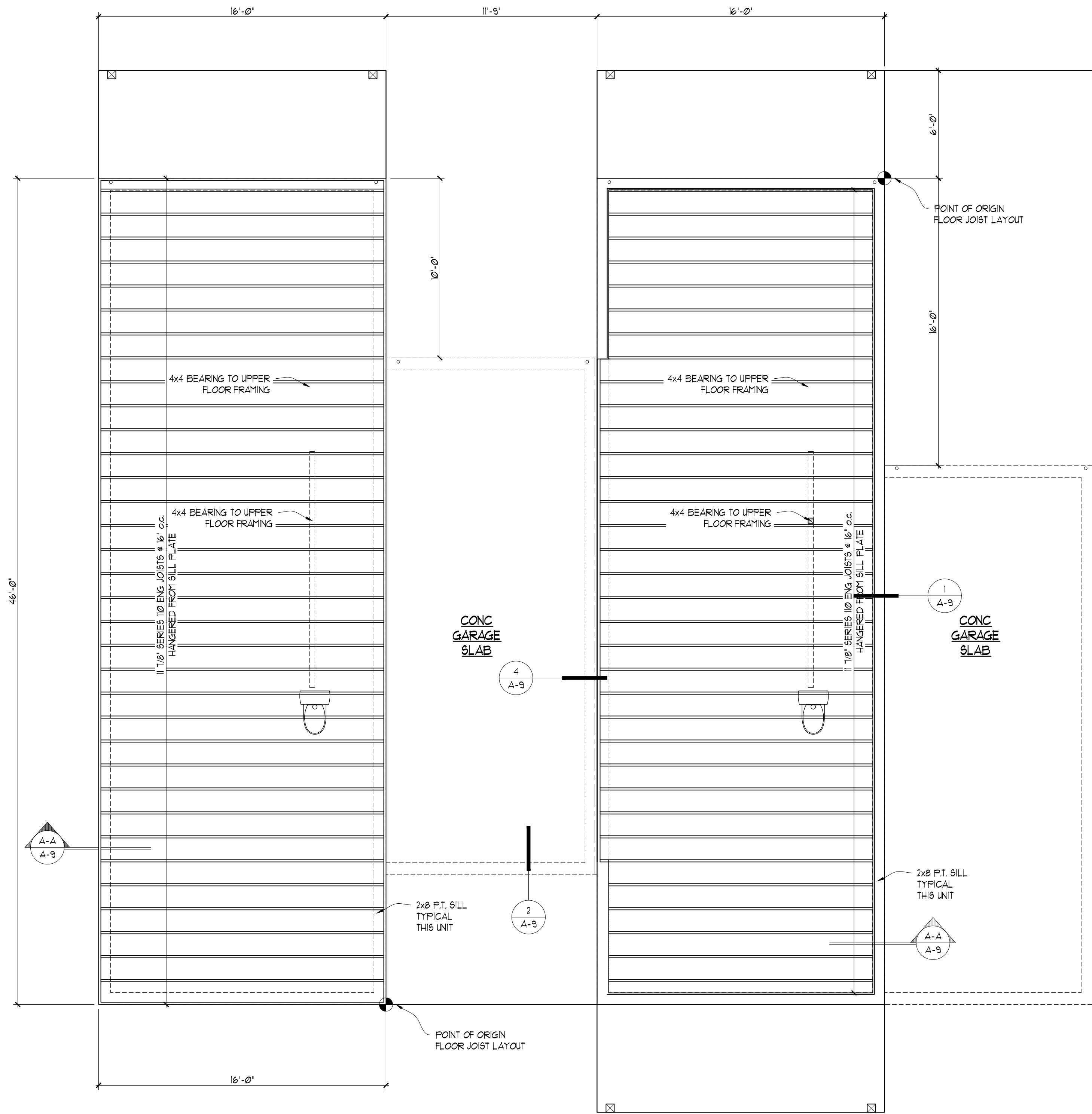
Job Number:
Date:

Sheet Contents:
Site Plan
Exterior Elevation

A-1

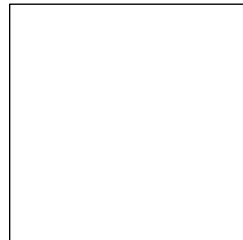


- A-2



Floor Framing

SCALE: 1/4" = 1'-0"



Job Number:
Date:
Sheet Contents:
Floor Framing Plan

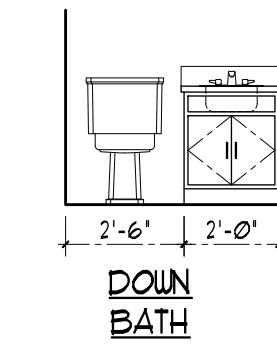
Kitchen Cabinets

SCALE: 1/4" = 1'-0"

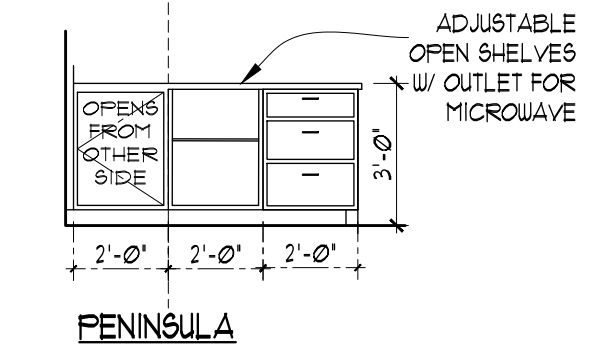
Main Floor Plan

SCALE: 1/4" = 1'-0"

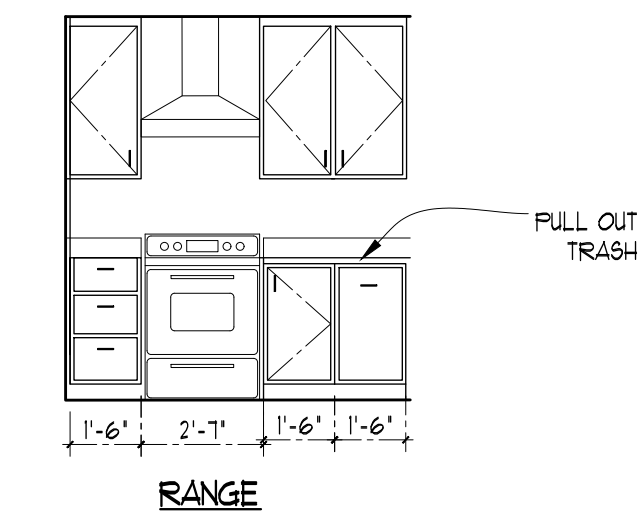
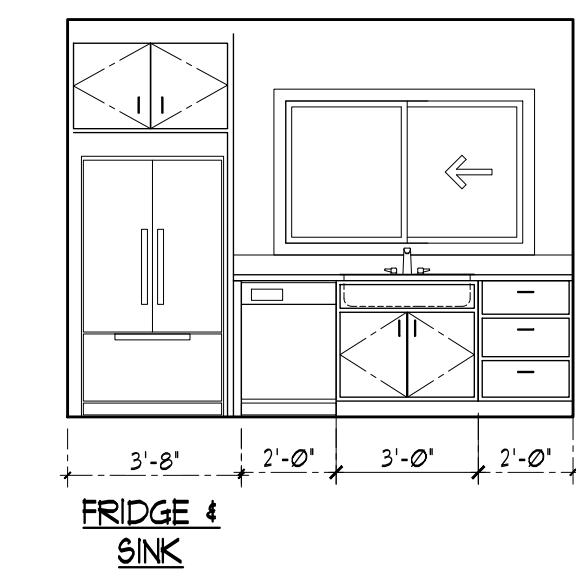
LOT 3



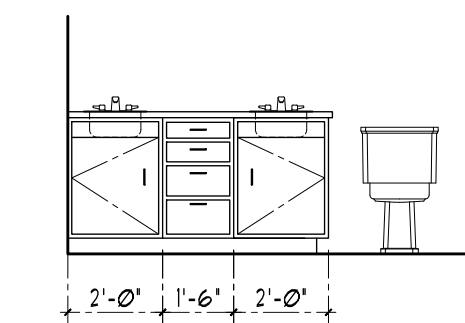
DOWN
BATH



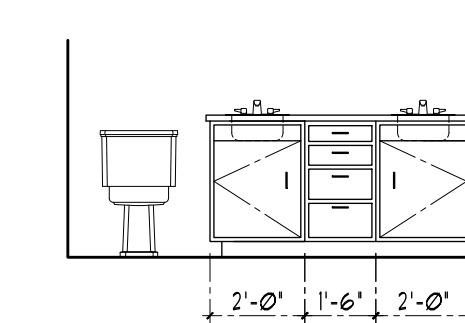
PENINSULA

RANGE

FRIDGE
SINK

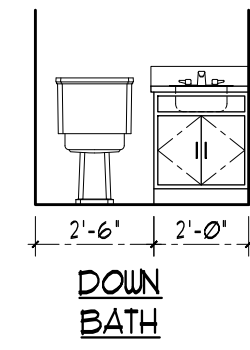


UPSTAIRS BATH

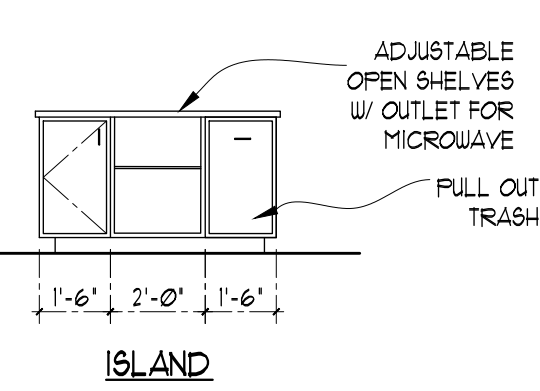
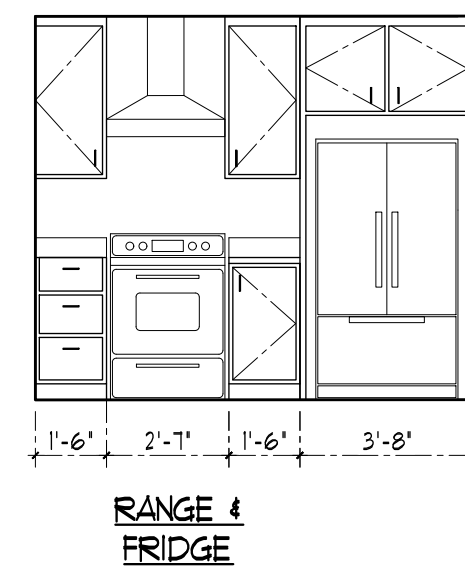


MASTER BATH

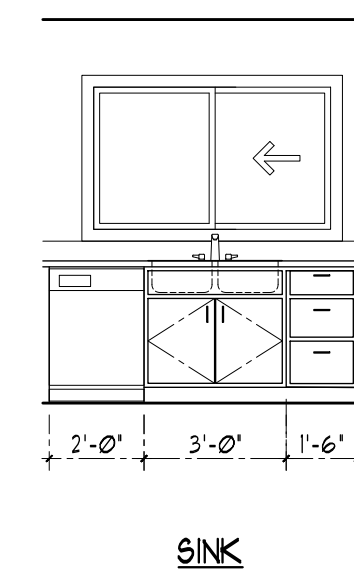
LOT 4



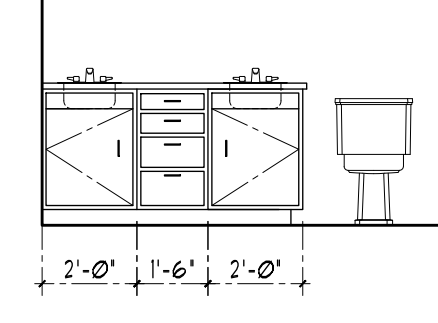
DOWN
BATH

ISLAND

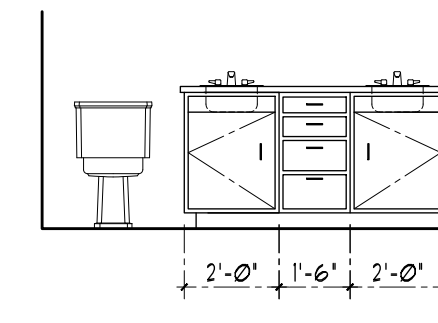
RANGE &
FRIDGE



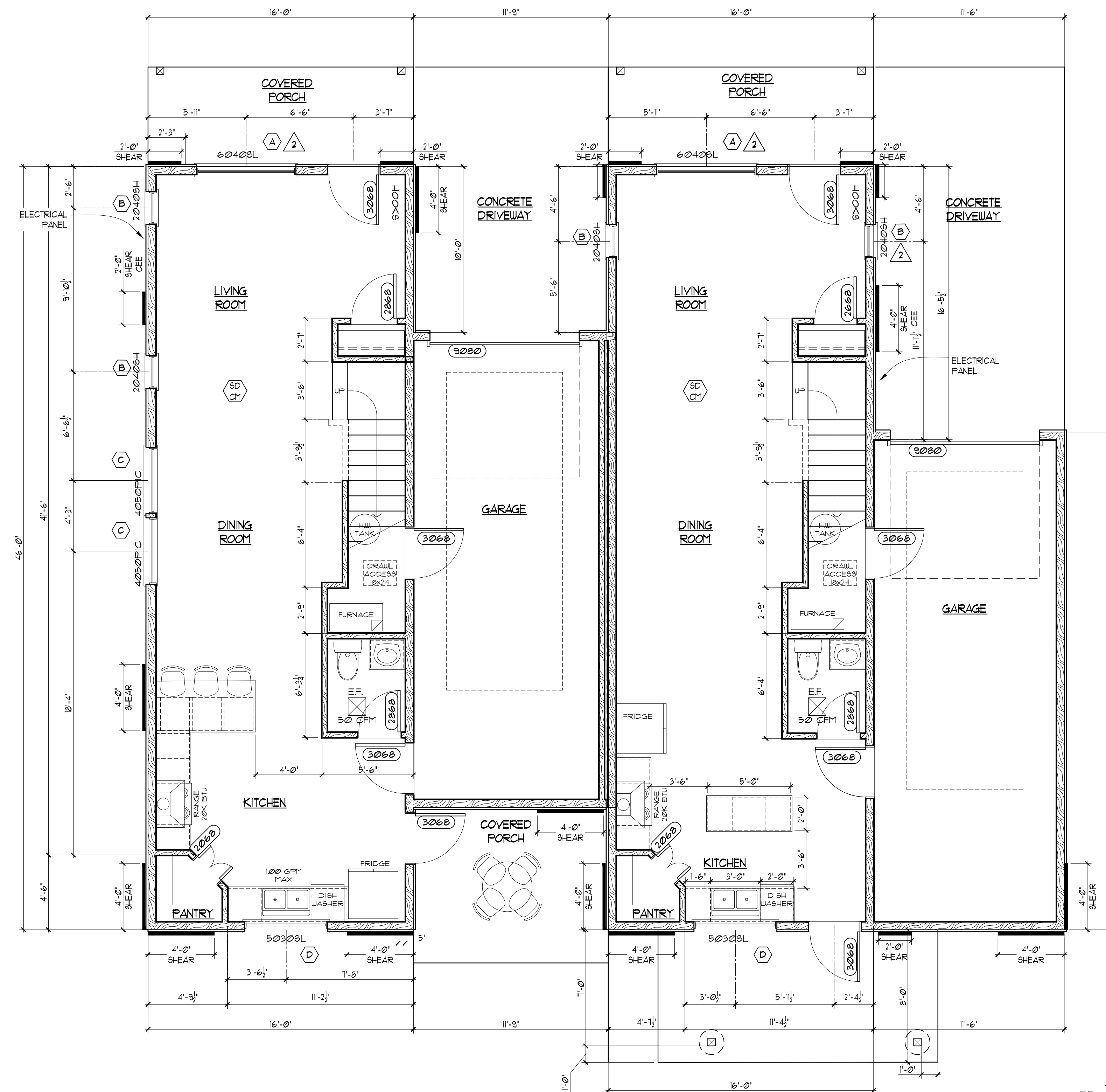
SINK



UPSTAIRS BATH



MASTER BATH



General Note:

- E.F.**

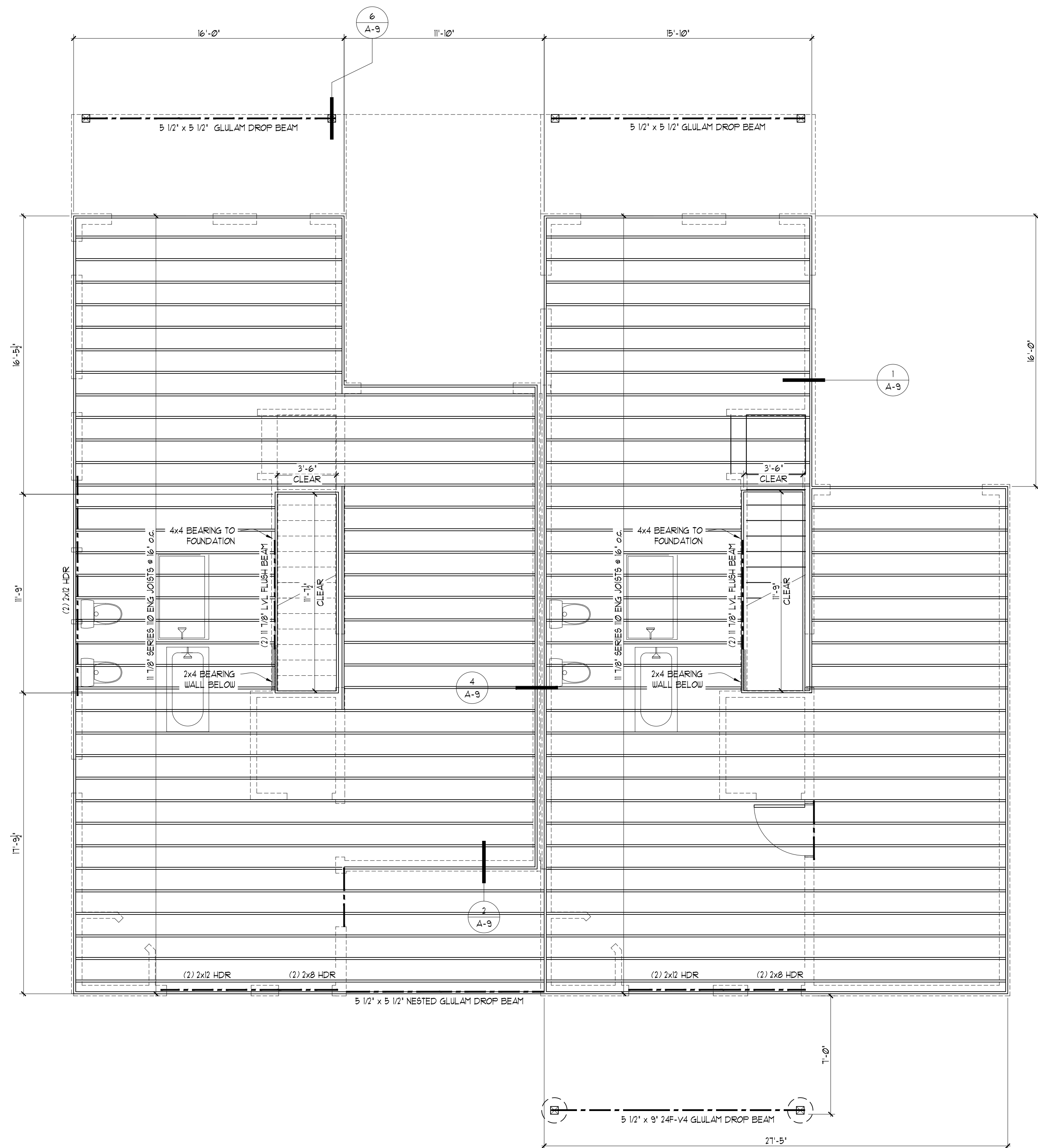
(1) PROVIDE 50 CFM EXHAUST FAN IN BATHROOMS, VENT TO THE EXT.

(2) PROVIDE 100 CFM EXHAUST FAN IN LAUNDRY ROOM AS THE WHOLE HOUSE FAN, VENT TO THE EXT.

GFI

(3) G.C. TO COOR GFCI CIRCUITS AS REQUIRED BY CODE

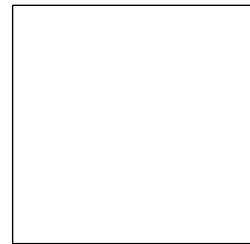
(4) G.C. TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.



General Note:
1) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

Upper Floor Framing Plan

SCALE: 1/4" = 1'-0"



Job Number:
Date:

Sheet Contents:
Floor Framing Plan

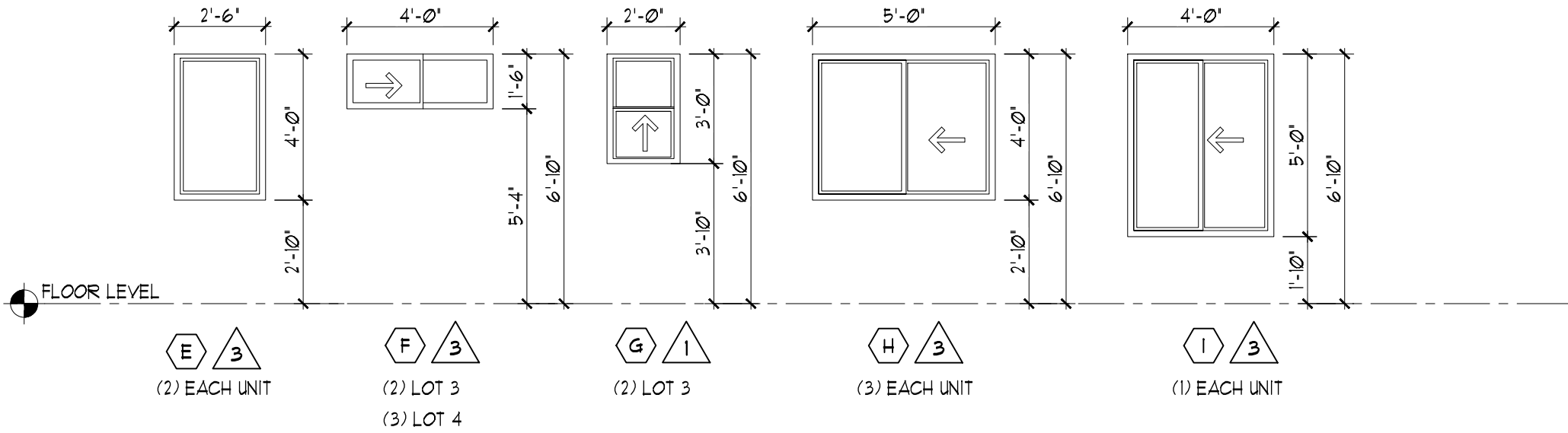
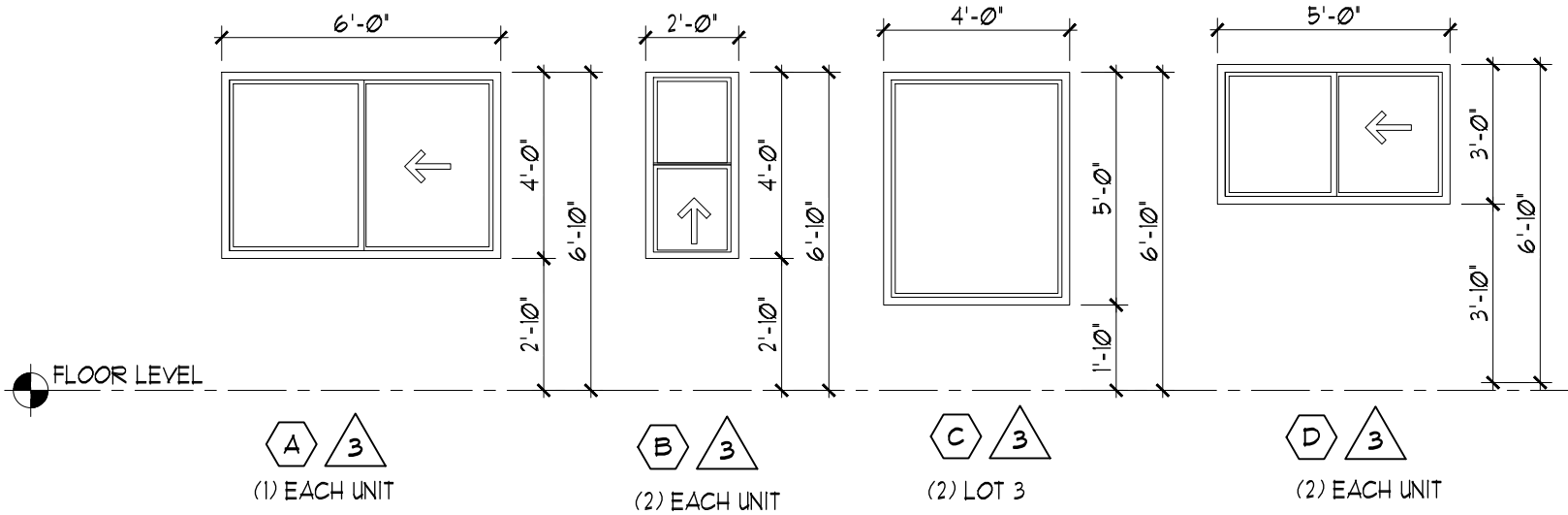
A-5

General Notes:

- 1) VERIFY ALL WINDOW OPERATIONS, GLAZING AND SIZING W/ OWNER
2) ALL GLAZING TO BE LOW-E TYPE WITH A MINIMUM U-VALUE OF 28

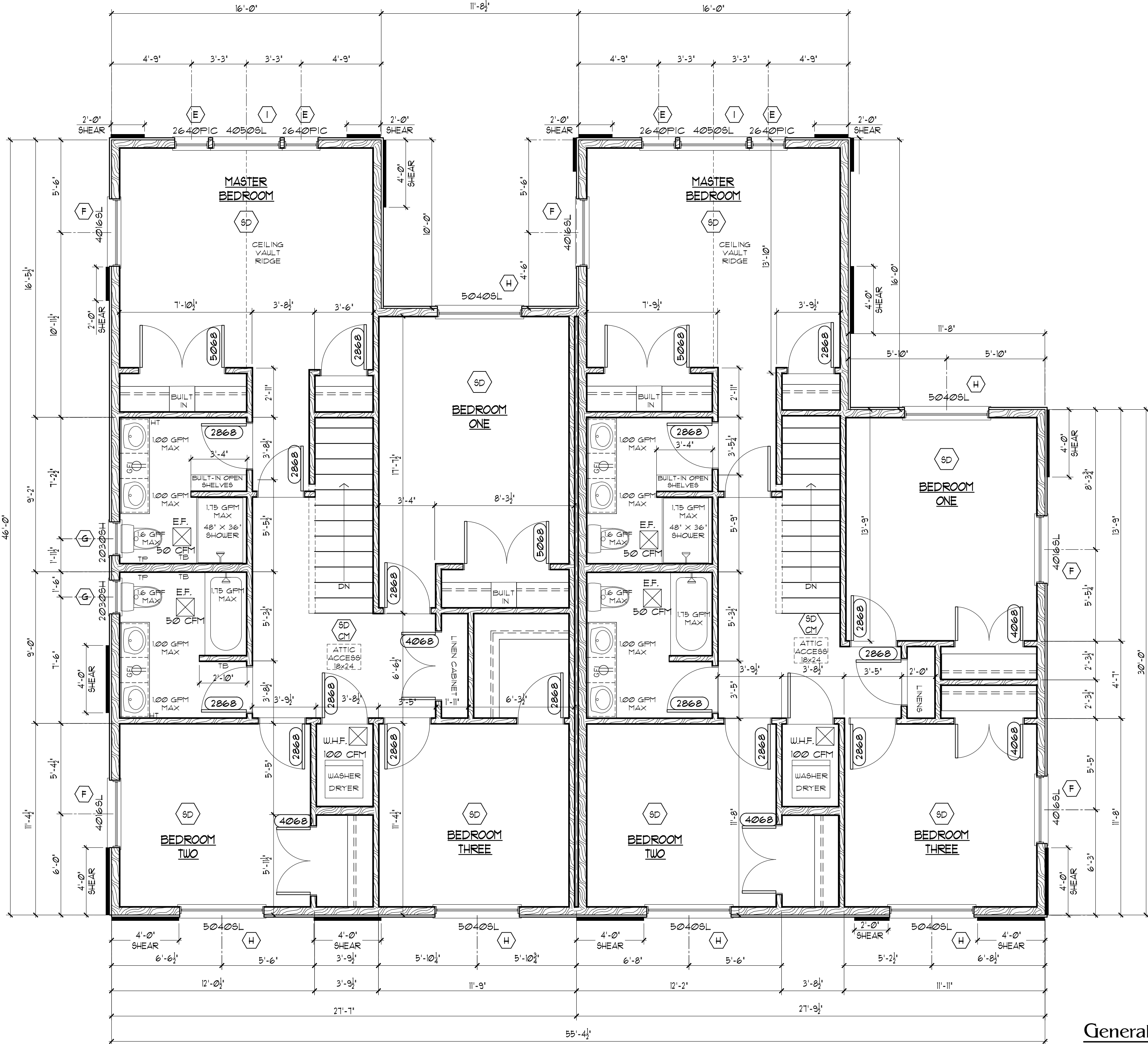
GLAZING SCHEDULE:

- 1 LOW-E INSULATED GLAZING UNIT (OBSCURED GLAZING)
2 LOW-E INSULATED GLAZING UNIT (TEMPERED GLAZING) NONE IN THESE UNITS
3 LOW-E INSULATED GLAZING UNIT (CLEAR GLAZING)



Window Types

SCALE: 1/4" = 1'-0"

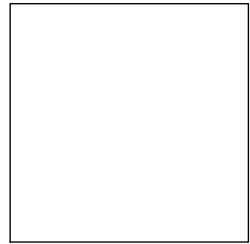


General Note:

- 1) PROVIDE 50 CFM EXHAUST FAN IN BATHROOMS, VENT TO THE EXT.
2) PROVIDE 100 CFM EXHAUST FAN IN LAUNDRY ROOM AS THE WHOLE HOUSE FAN, VENT TO THE EXT.
3) G.C. TO COOR GFCI CIRCUITS AS REQUIRED BY CODE
4) G.C. TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

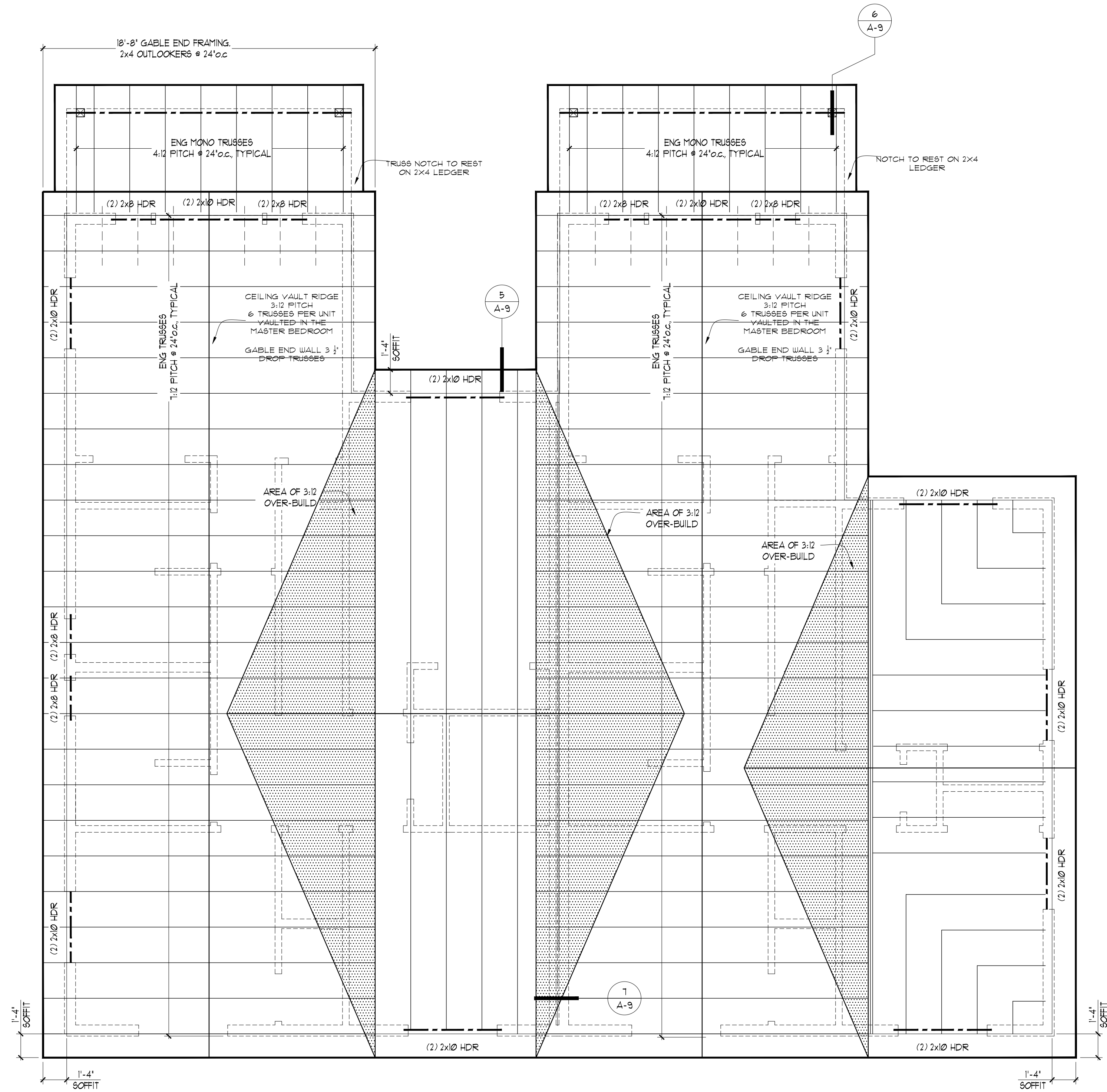
Upper Floor Plan

SCALE: 1/4" = 1'-0"



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Upper Floor Plan

A-6

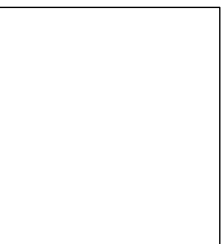


Roof Framing Plan

SCALE: 1/4" = 1'-0"

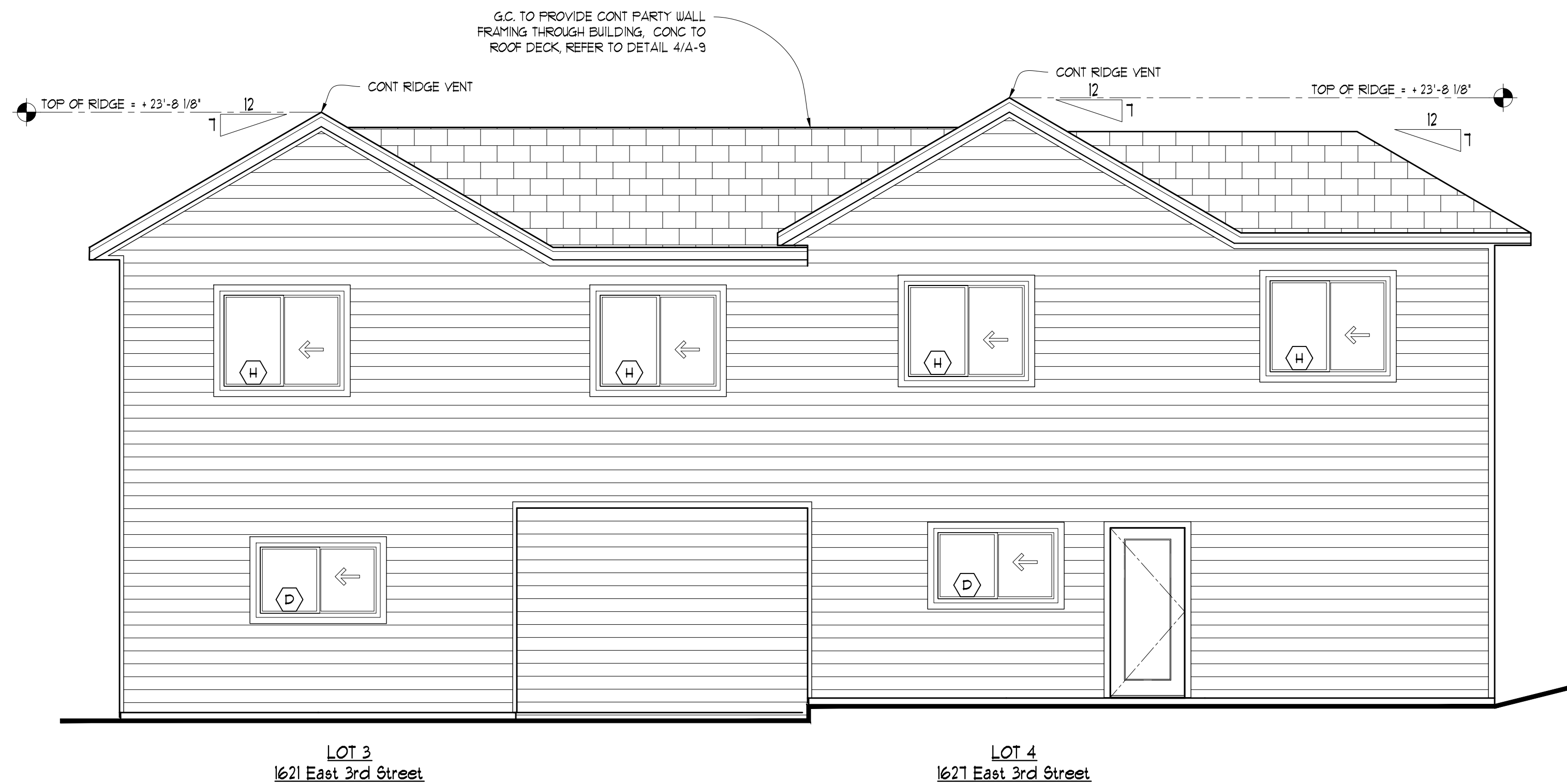
General Note:

- 1) G.C. TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.
- 2) DOWNSPOUTS FROM GUTTERS SHALL BE TIGHT-LINED TO PUBLIC STORM SEWER STUD.
- 3) TYPICAL WALL PLATE HEIGHT MAIN FLOOR TO BE 9'-1 1/8" IN HEIGHT USING PRECUT 104 5/8" STUDS, TYPICAL WALL PLATE HEIGHT UPPER FLOOR TO BE 8'-1 1/8" IN HEIGHT USING PRECUT 92 5/8" STUDS UNLESS NOTED OTHERWISE.
- 4) G.C. TO SUPPLY ENGINEERED TRUSS DRAWING PROVIDED BY SUPPLIER TO PERMIT AUTHORITY.
- 5) VENTILATION REQUIRED PER CODE, PROVIDE 1/2 REQUIRED VENTILATION AT SOFFIT, PROVIDE 1/2 REQUIRED VENTILATION AT RIDGE, COOR W/ ROOF MATERIAL.
- 6) ALL OVER-BUILT AREAS TO BE 2x6 "2" OR BTR D-FIR.
- 7) PROVIDE ICE AND WATER SHIELD ROOFING MEMBRANE UNDER SHINGLE ROOFING 36" FROM EDGES, VALLEYS AND ALL OTHER AREAS WITH LESS THAN 4:12 PITCH, EXTENDS 24"

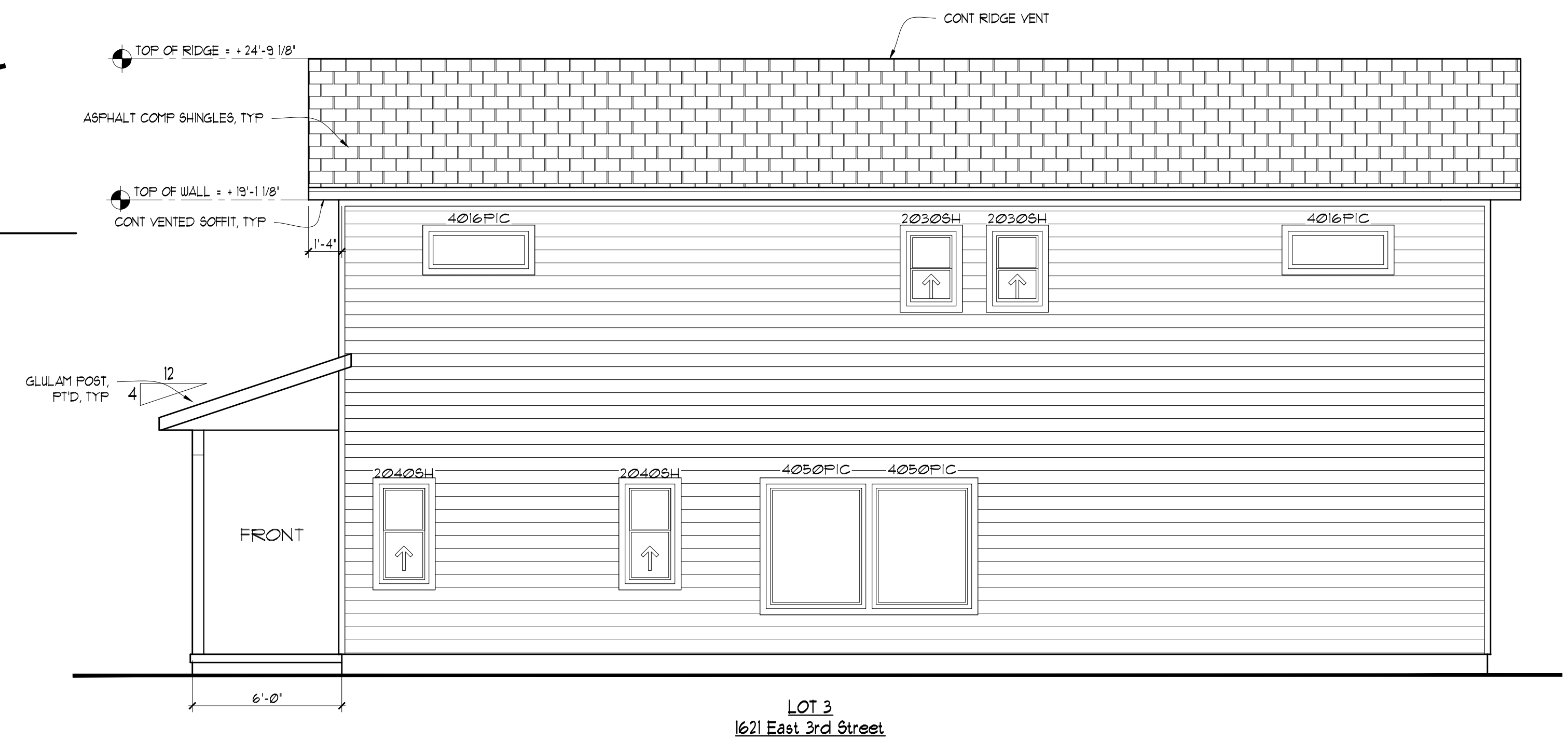


Job Number:
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Sheet Contents:
Roof Framing Plan

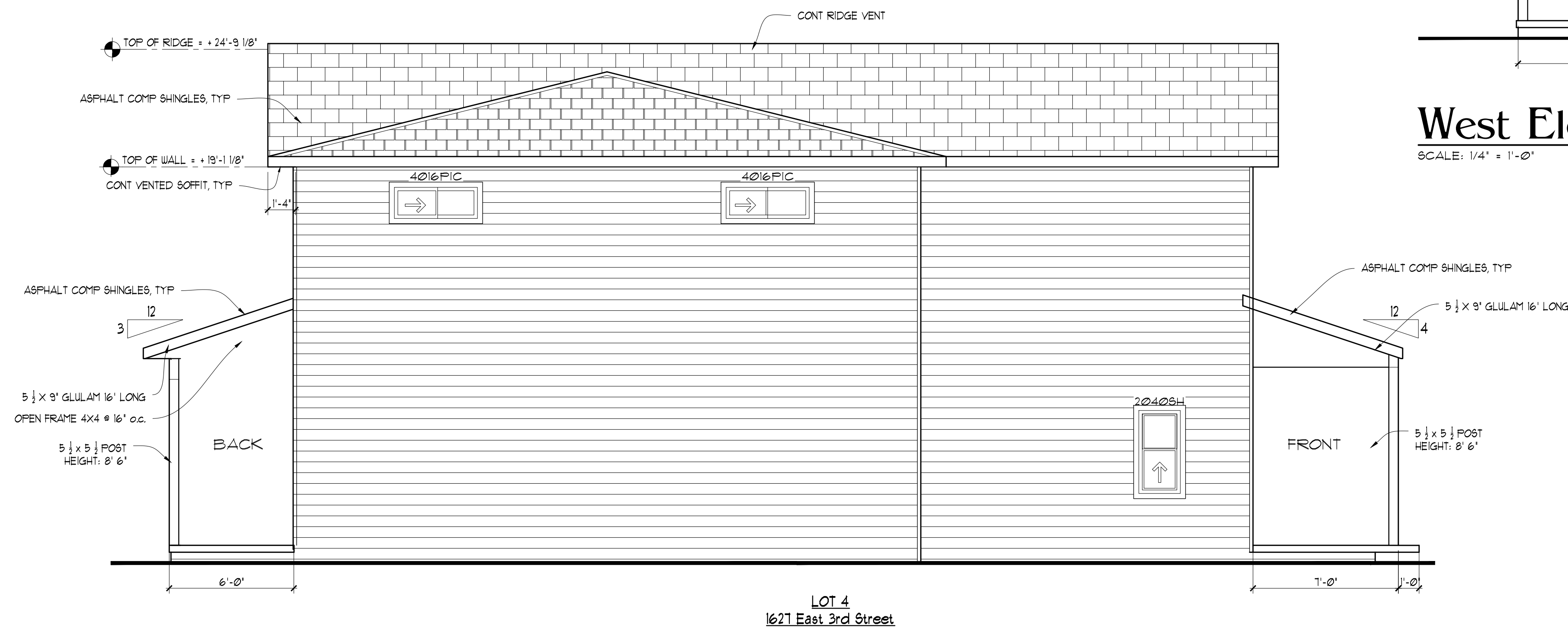
A-7



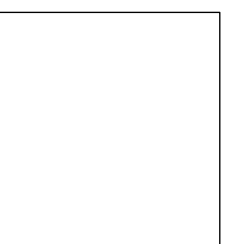
Back Elevation
SCALE: 1/4" = 1'-0"



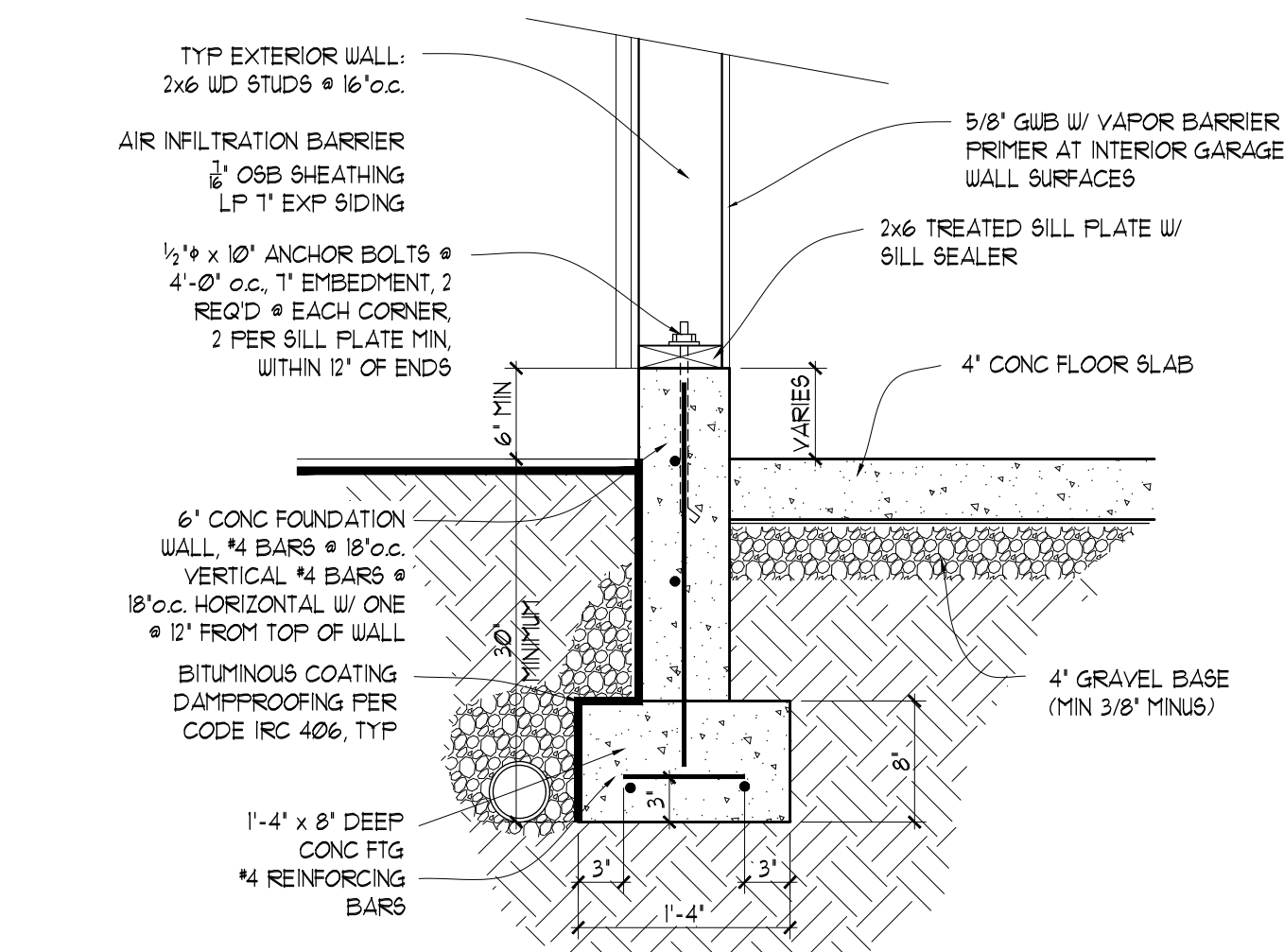
West Elevation
SCALE: 1/4" = 1'-0"



East Elevation
SCALE: 1/4" = 1'-0"

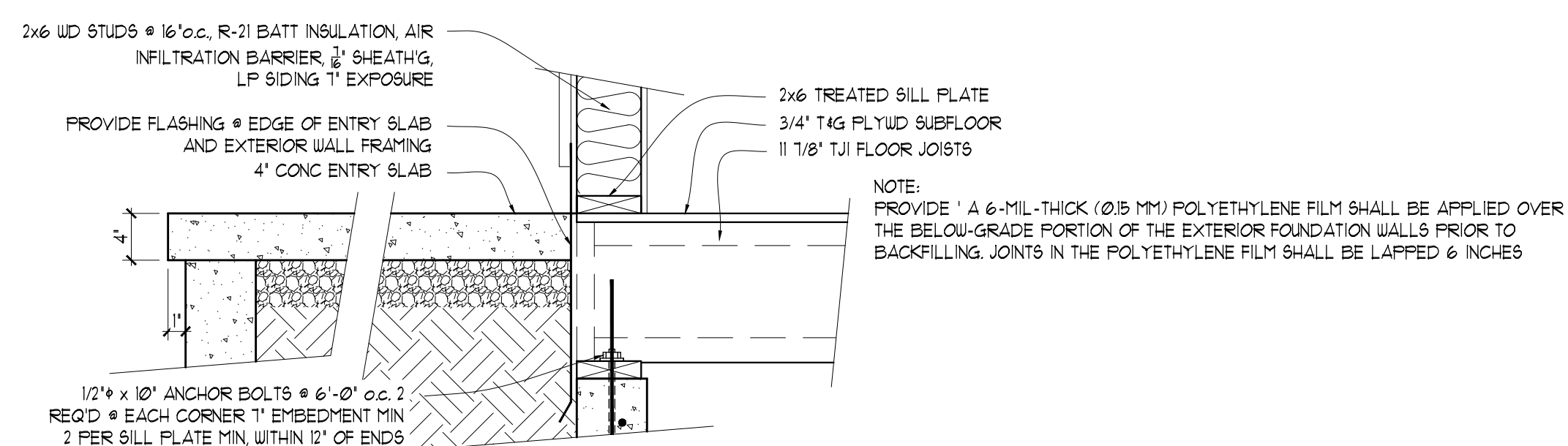


Job Number:
Date:
Sheet Contents:
Exterior Elevations



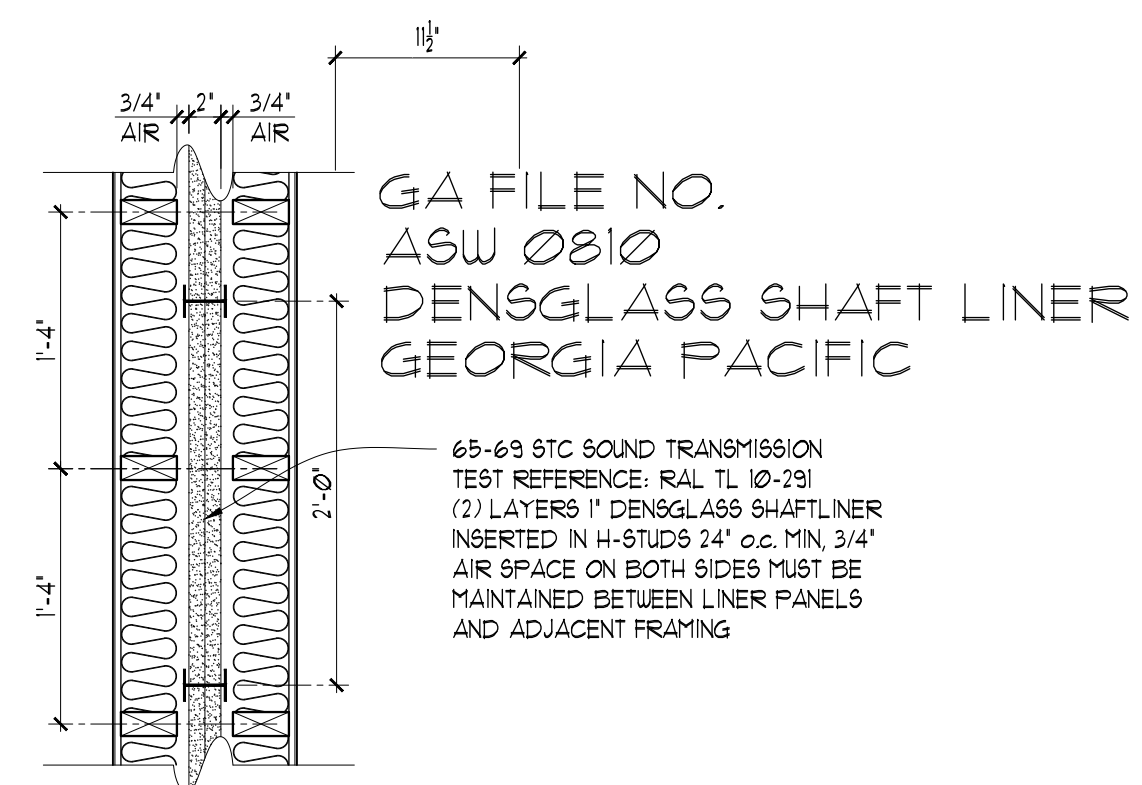
Typ Garage Wall Sec.

SCALE: 1" = 1'-0"



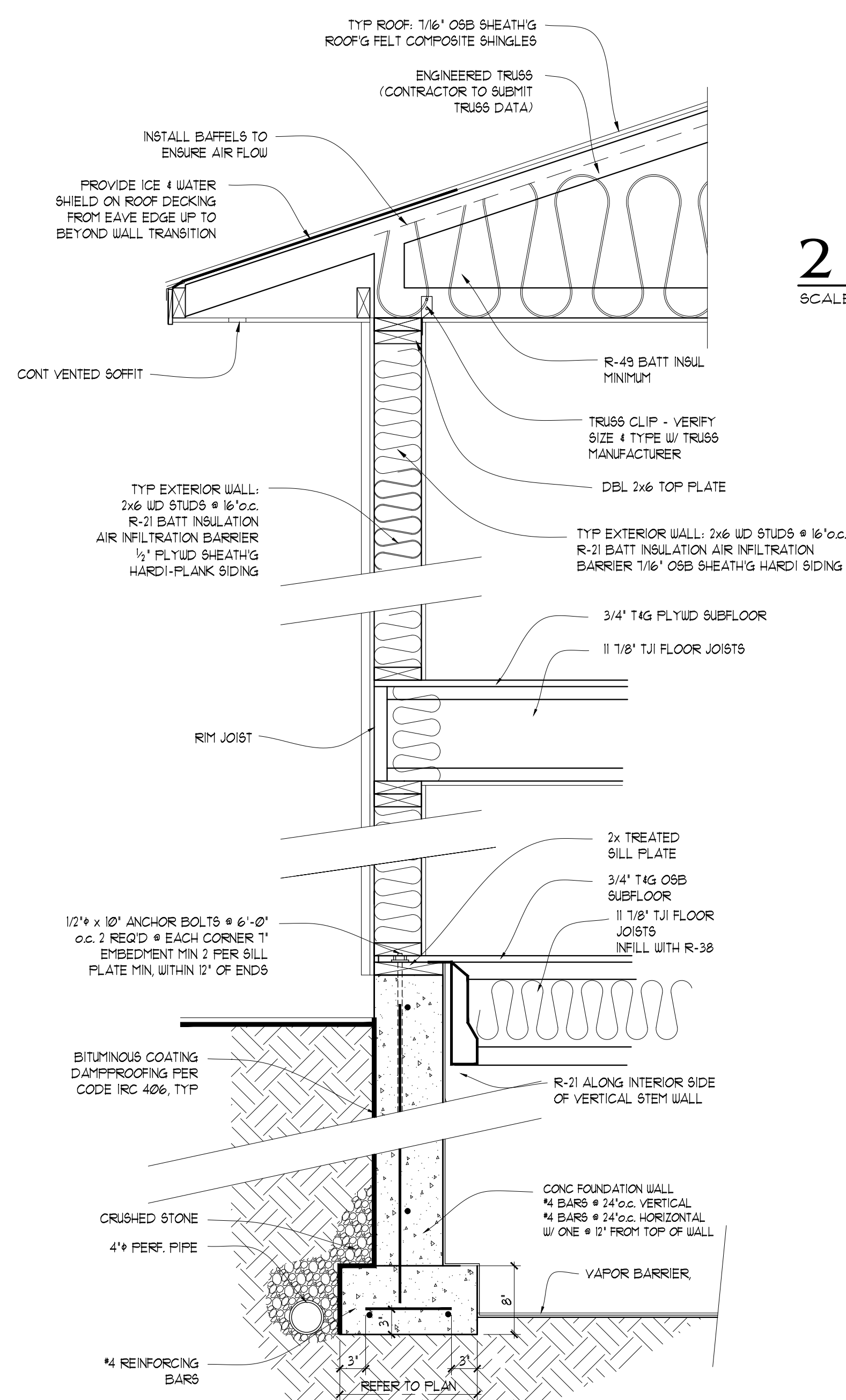
Typ Elevated Conc Slab

SCALE: 1" = 1'-0"



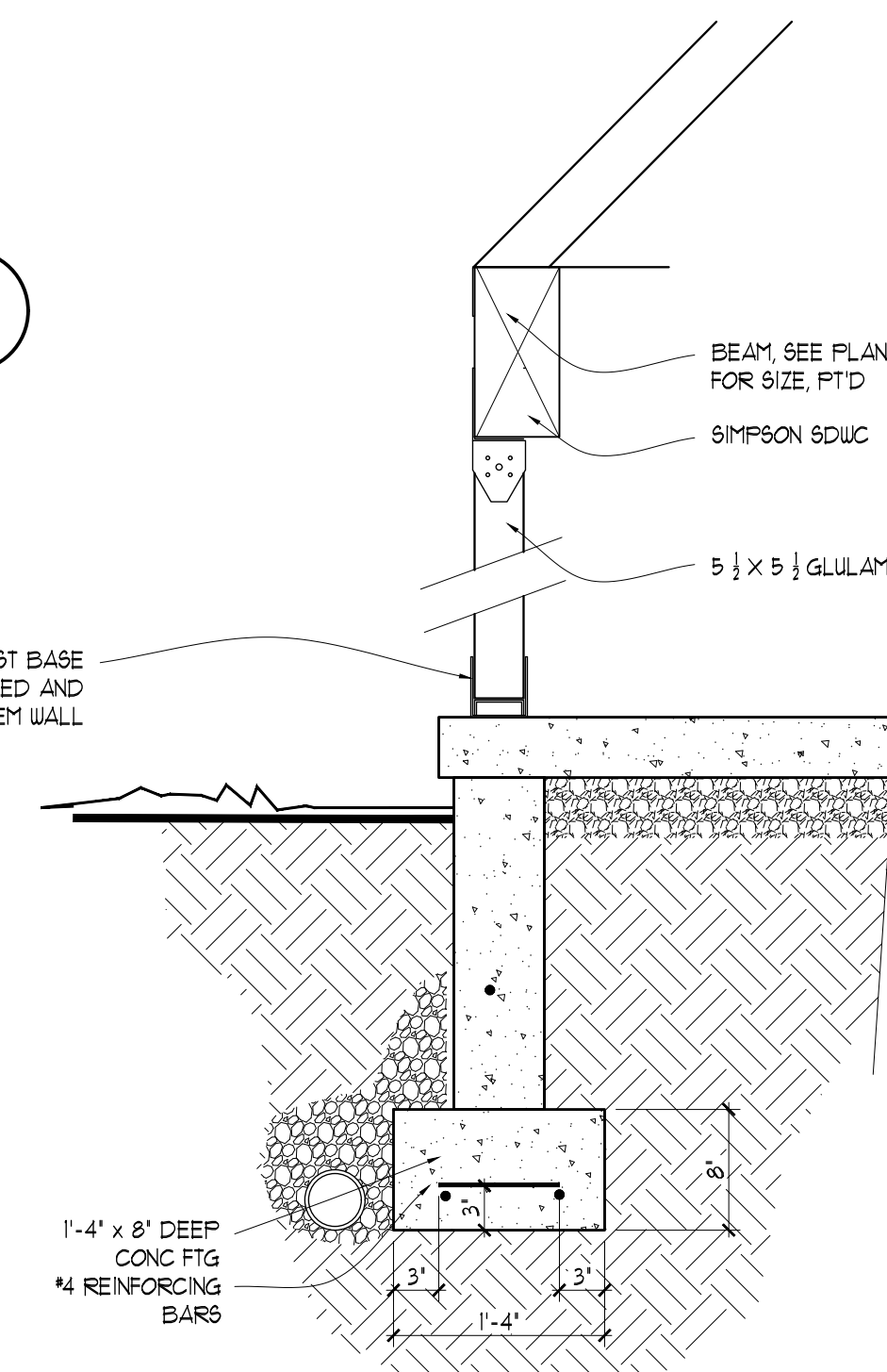
2 Hour Party Wall Const

SCALE: 1" = 1'-0"



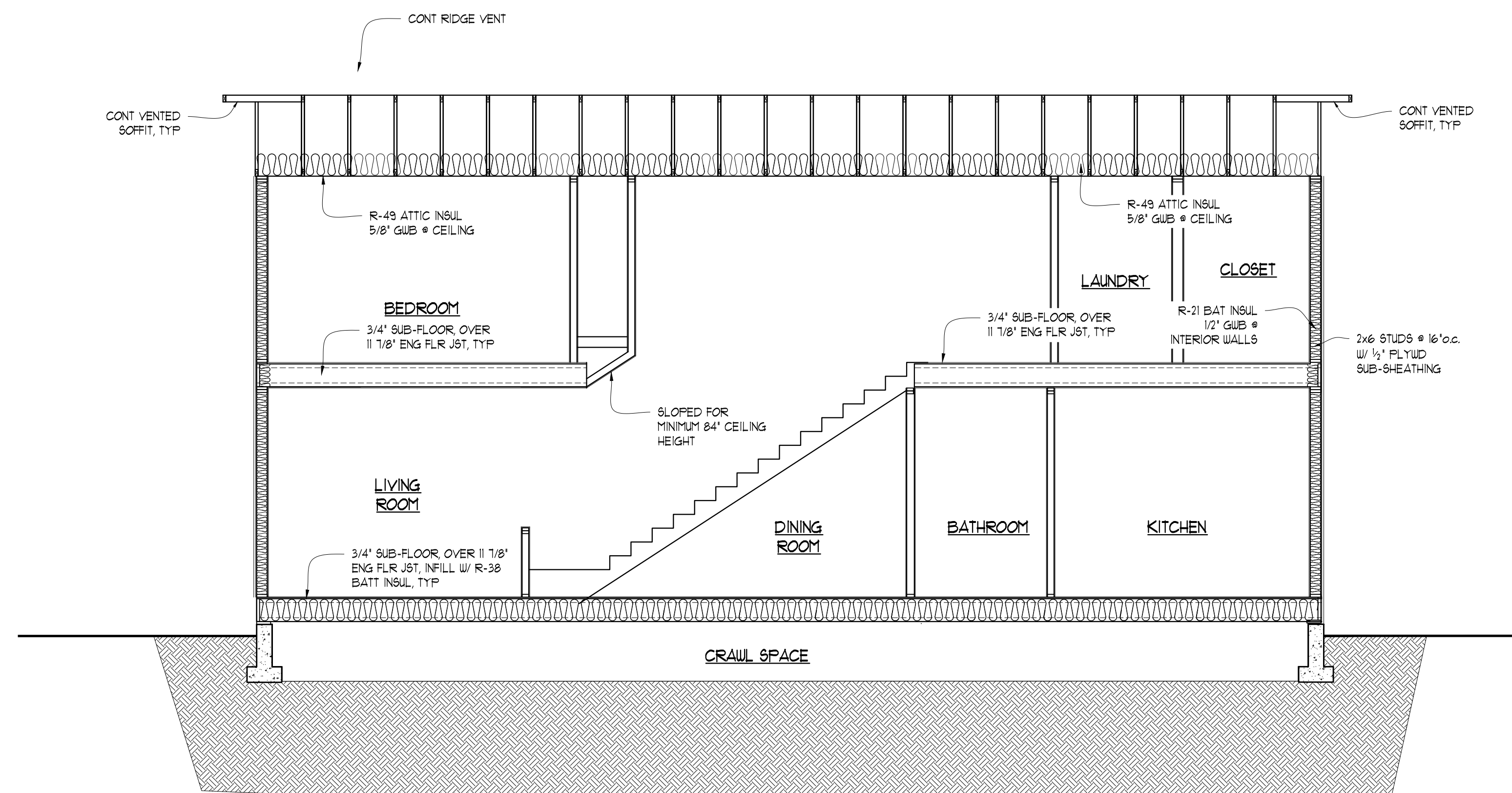
Typ Wall Section

SCALE: 1" = 1'-0"



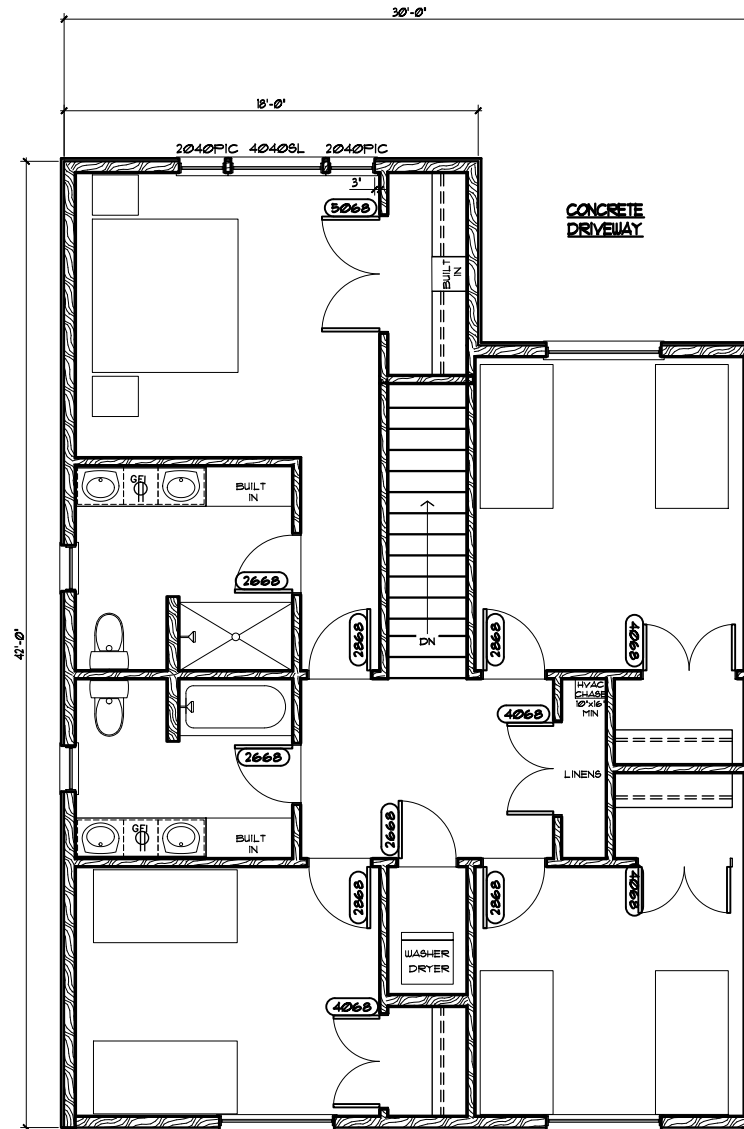
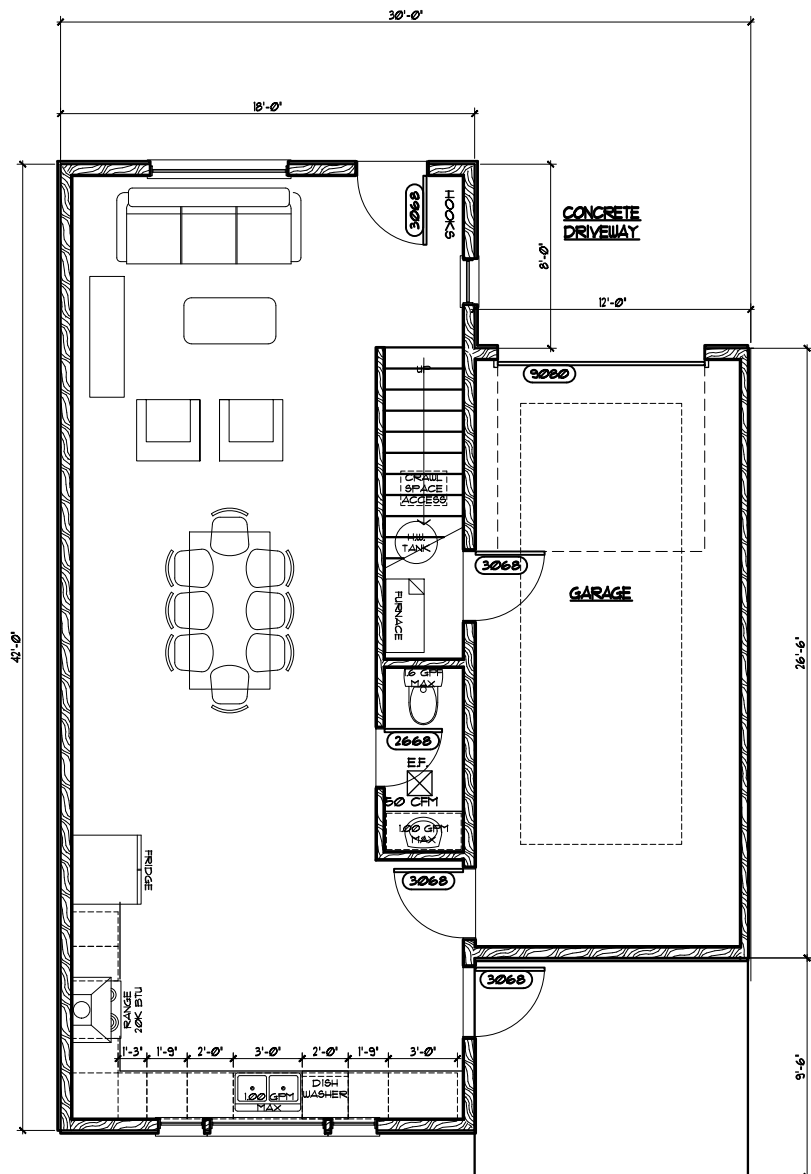
Porch Post Details

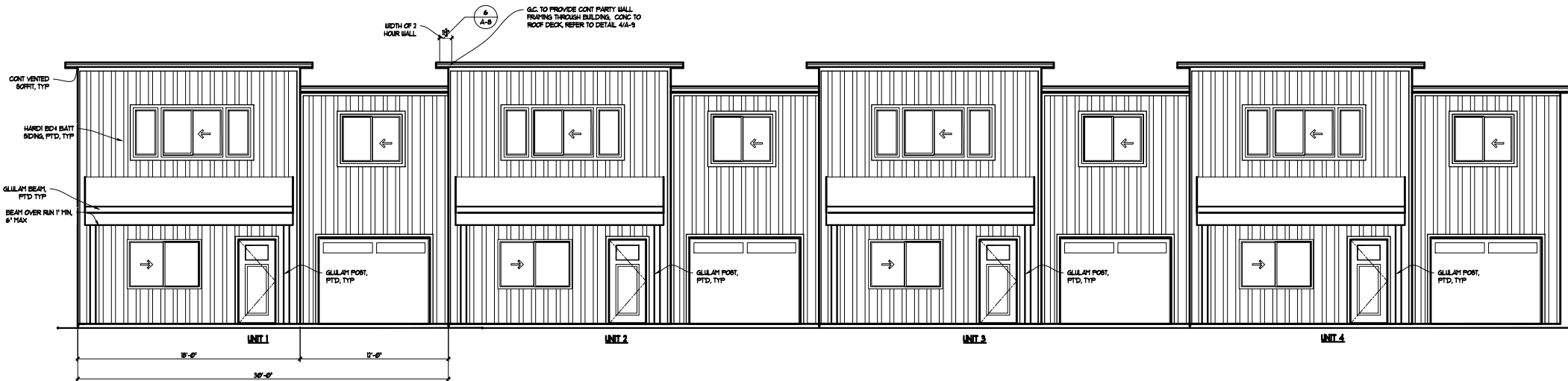
SCALE: 1" = 1'-0"



Building Section A-A

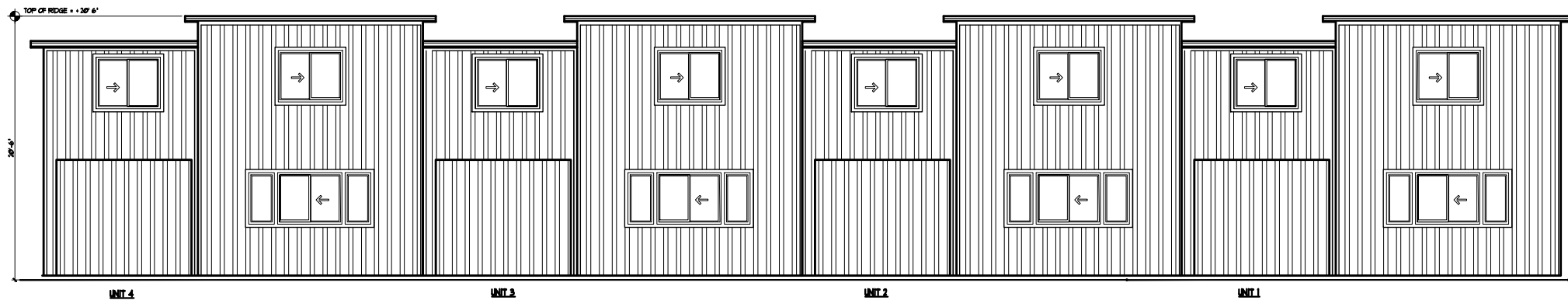
SCALE: 1/4" = 1'-0"





Front Elevation

SCALE: 1/4" = 1'-0"



Back Elevation

SCALE: 1/4" = 1'-0" (VIEW FROM MOUNTAIN VIEW ROAD)

DETAILS FOR UNIT 1 ARE THE SAME ON THE OTHER UNITS

Neighborhood Meeting

TO: Neighbors and Interested Community Members

RE: Harvest Hills PUD and Plat for 2nd Addition

WHEN: Friday, February 26, 2021 4:00 pm

WHERE: Latah County Fairgrounds, Main Building, 1021 Harold St, Moscow

WHAT: You are invited to a neighborhood meeting regarding a Planned Unit Development for the Harvest Hills neighborhood business zone and a plat for Harvest Hills 2nd addition. Project team members will be available for discussion with individual attendees after the presentation to answer questions and record comments. See Attached Map for proposed layout.

Due to concerns over the COVID-19 virus, I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through February 26, 2021. All questions and comments will be recorded and submitted to the City as part of the subdivision and rezone request submittal. You will also have an opportunity to comment on the project at a future public hearing for the project.



Sincerely,

Scott Becker
Project Manager
Hodge and Associates, Inc.

Recieved 04-08-2021

ADAMS, JUDY
128 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

ADMASSU, WUDNEH
254 SUNRISE DR
MOSCOW, ID 83843

ALESSA, LILIAN
1795 AMY CT
MOSCOW, ID 83843

ALEXANDER, BENJAMIN
1676 DAMEN ST
MOSCOW, ID 83843

ALLEN, MALLORY
1426 E FIFTH ST
MOSCOW, ID 83843

ANDERSON, ALISA JO
1941 CRESTVIEW DR
MOSCOW, ID 83843

ANDERSON, DWIGHT
433 HARVEST RD
MOSCOW, ID 83843

ANDERSON, KATHERINE
1505 E THIRD ST
MOSCOW, ID 83843

ANDERSON, KEITH
2312 ITANI DR
MOSCOW, ID 83843

ARMSTRONG, PATRICIA
1779 AMY CT
MOSCOW, ID 83843

AUGENSTEIN, ELISE
2229 MOSER ST
MOSCOW, ID 83843

BACON, ADAM
1628 ROLLING HILLS DR
MOSCOW, ID 83843

BAILEY, JEFFREY
PO BOX 8428
MOSCOW, ID 83843

BAIR, JERROLD
1513 B ST
MOSCOW, ID 83843

BAIRD, DENNIS
PO BOX 8787
MOSCOW, ID 83843

BARBOUR REVOCABLE LIVING TRUST
2106 ITANI DR
MOSCOW, ID 83843

BARENDREGT, MORGAN
486 HARVEST DR
MOSCOW, ID 83843

BARHAM, ALEX
1811 AMY CT
MOSCOW, ID 83843

BARNARD, MARK
1950 CRESTVIEW DR
MOSCOW, ID 83843

BAXTER LIVING TRUST
2246 HENRY CT
MOSCOW, ID 83843

BECKER, CHRISTY
1650 DAMEN ST
MOSCOW, ID 83843

BECKER, JAMES
1942 CRESTVIEW DR
MOSCOW, ID 83843

BENARD, PHILIP
1800 WHITE AVE #3
MOSCOW, ID 83843

BENNETT, SHELLEY
2279 MOSER ST
MOSCOW, ID 83843

BENTLEY, ROBERT
128 E THIRD ST
MOSCOW, ID 83843

BENTZ, MARIAN
1946 CRESTVIEW DR
MOSCOW, ID 83843

BERG, JAMIE
2373 MOSER ST
MOSCOW, ID 83843

BERG, MITCHELL
435 HARVEST DR
MOSCOW, ID 83843

BERGLEY, CLIFFORD
1836 ROLLING HILLS DR
MOSCOW, ID 83843

BIELLENBERG, ADINA GENIECE
321 PANORMA DR
MOSCOW, ID 83843

BINGMAN, ELEANOR
177 S ROOSEVELT ST
MOSCOW, ID 83843

BLUTO, JASSEN
460 HARVEST DR
MOSCOW, ID 83843

BOHACH REVOCABLE LIVING TRUST
300 ROSE CT
MOSCOW, ID 83843

BONGIORNO, FRANK
1514 E THIRD ST
MOSCOW, ID 83843

BONTE, DAVID
2135 MOSER ST
MOSCOW, ID 83843

BOYDSTON, MONTY
424 RYAN LN
MOSCOW, ID 83843

BRAGG, JANE
2373 E SIXTH ST
MOSCOW, ID 83843

BROOKS, JASON
1816 ROSEMARY ST
ANCHORAGE, AK 99508

BROWER, KIRK
276 SUNRISE DR
MOSCOW, ID 83843

BRUCE, RICHARD
2573 MOSER ST
MOSCOW, ID 83843

BRUDIE, DEBRA
1411 E FIRST ST
MOSCOW, ID 83843

BRUST, COLIN
846 RIVERTREE DR
OCEANSIDE, CA 92058

BUCHANAN, DEBRA
213 SUNRISE DR
MOSCOW, ID 83843

BURNHAM, KATHERINE
1747 AMY CT
MOSCOW, ID 83843

BURNS, DAWN
1416 E THIRD ST
MOSCOW, ID 83843

BYRD, BRUCE
PO BOX 189
FRASER, CO 80442

CAISLEY, SHERRY
104 N CLEVELAND ST
MOSCOW, ID 83843

CAMPBELL, JOSEPH
2252 MOSER ST
MOSCOW, ID 83843

CAMPBELL, MARTIN JOE
1875 ROLLING HILLS DR
MOSCOW, ID 83843

CANTRELL, BRIGITTE
1629 DAMEN ST
MOSCOW, ID 83843

CARPENTER, LEILANI
1548 DOGWOOD CT
MOSCOW, ID 83843

CARSCALLEN, DANIEL
318 S CLEVELAND ST
MOSCOW, ID 83843

CARTER, LARRY
2315 ITANI DR
MOSCOW, ID 83843

CASEBOLT, DAVID
1612 HILLCREST DR
MOSCOW, ID 83843

CATHY ROHEIM TRUST
1945 CRESTVIEW DR
MOSCOW, ID 83843

CHEATHAM, DAVID
9304 HALLSTON CT
FAIRFAX STATION, VA 22039

CHEN, YIMIN
2415 E SIXTH ST
MOSCOW, ID 83843

CHRISTENSEN, JACOB
2309 E THIRD ST
MOSCOW, ID 83843

CHRISTENSON, CAROLINE
1654 ROLLING HILLS DR
MOSCOW, ID 83843

CHRISTIAN SCIENCE CHURCH
PO BOX 9726
MOSCOW, ID 83843

METHODIST CHURCH
PO BOX 9774
MOSCOW, ID 83843

NAZARENE CHURCH
1400 E SEVENTH ST
MOSCOW, ID 83843

CIMIOTTI, JERRY
1962 ROLLING HILLS DR
MOSCOW, ID 83843

CLOTT, LARRY
1634 DAMEN ST
MOSCOW, ID 83843

COLDIRON, LUKE
421 PANORAMA DR
MOSCOW, ID 83843

CORLETT, THOMAS
2521 ITANI DR
MOSCOW, ID 83843

COWAN, ROBERT JR
1955 CRESTVIEW DR
MOSCOW, ID 83843

COX, JOSHUA
210 N ROOSEVELT ST
MOSCOW, ID 83843

CRUMP, ROBERT
1827 ROLLING HILLS DR
MOSCOW, ID 83843

DAMBRA, MICHAEL
106 S ROOSEVELT ST
MOSCOW, ID 83843

DAVIS, JACKSON
1954 CRESTVIEW DR
MOSCOW, ID 83843

DE LANO, RICHARD
2406 E SIXTH ST
MOSCOW, ID 83843

DECKER, MATTHEW
2306 E THIRD ST
MOSCOW, ID 83843

DEOBALD, LEE ALLEN
1944 DAMEN ST
MOSCOW, ID 83843

DIRKS, JAY
PO BOX 9362
MOSCOW, ID 83843

DITTON, GREGORY
PO BOX 8933
MOSCOW, ID 83843

DODGE REVOCABLE LIVING TRUST
2406 ITANI DR
MOSCOW, ID 83843

DUKE, KATHLEEN
PO BOX 3554
MOSCOW, ID 83843

DUMAN, ANTHONY
214 N ROOSEVELT ST
MOSCOW, ID 83843

EASTON, THOMAS
2215 ITANI DR
MOSCOW, ID 83843

FALEN, DENNIS
411 S ROOSEVELT ST
MOSCOW, ID 83843

FEMREITE, DONNA
1579 DOGWOOD CT
MOSCOW, ID 83843

FLATHERS, RONALD
1645 DAMEN ST
MOSCOW, ID 83843

FLETCHER, RORY
1944 CRESTVIEW DR
MOSCOW, ID 83843

FLOCH, DALE
423 SUMMIT RD
MOSCOW, ID 83832

FLOWERS, JESSE
2524 ITANI DR
MOSCOW, ID 83843

FOILES, CONNIE
1531 DOGWOOD CT
MOSCOW, ID 83843

FOUTCH, BRYAN
1727 E THIRD ST
MOSCOW, ID 83843

FRANKLIN, MARILYN
1958 CRESTVIEW DR
MOSCOW, ID 83843

FREI, HERBERT
1572 DOGWOOD CT
MOSCOW, ID 83843

FREI, MARK
209 S ROOSEVELT ST
MOSCOW, ID 83843

FREY, ROLAND
209 N ROOSEVELT ST
MOSCOW, ID 83843

GARCIA, JESSICA
1661 DAMEN ST
MOSCOW, ID 83843

GILMAN, CELESTE ELENA
1715 E THIRD ST
MOSCOW, ID 83843

GILMORE, DEANNE
1661 HILLCREST DR
MOSCOW, ID 83843

GODFREY, MATTHEW
2272 HENRY CT
MOSCOW, ID 83843

GRIEBLING, DANIEL
2075 DAMEN ST
MOSCOW, ID 83843

GUTSCH, BARBARA
234 S ROOSEVELT ST
MOSCOW, ID 83843

HADLEY, VINCE
1859 ROLLING HILLS DR
MOSCOW, ID 83843

HAGEN, GARY
2243 HENRY CT
MOSCOW, ID 83843

HALLADAY, JOLENE
2243 MOSER ST
MOSCOW, ID 83843

HANNON, CATHERINE
1943 DAMON ST
MOSCOW, ID 83843

HANSEN, JEREMY
1715 ROLLING HILLS DR
MOSCOW, ID 83843

HARRIS, LAWRENCE
2521 MOSER ST
MOSCOW, ID 83843

HATHAWAY, DAVID
2336 HENRY CT
MOSCOW, ID 83843

HE, BINGJUN
2078 DAMEN ST
MOSCOW, ID 83843

HEISIG, MATTHEW
2350 E SIXTH ST
MOSCOW, ID 83843

HELBLING, WILLIAM
238 MOSER ST
MOSCOW, ID 83843

HEMMING, BENJAMIN
2603 ITANI DR
MOSCOW, ID 83843

HERMANN, BERNARD
315 PANORAMA DR
MOSCOW, ID 83843

HIERSCHBIEL, STUART
243 MOSER ST
MOSCOW, ID 83843

HIGHFILL, MICHAEL GARY
2409 ITANI DR
MOSCOW, ID 83843

HILL, JOHN MASON
2568 MOSER ST
MOSCOW, ID 83843

HOBBS, LINDSEY
1751 E THIRD ST
MOSCOW, ID 83843

HORNE, JANA
142 SUNRISE DR
MOSCOW, ID 83843

HUBNER, GENEVA
PO BOX 8215
MOSCOW, ID 83843

HUIE, HENRY
1013 AMBROSIA DR
LAS VEGAS, NV 89138

HULL, TAMARA
124 S CLEVELAND ST
MOSCOW, ID 83843

HUNT, CARL
409 PANORAMA DR
MOSCOW, ID 83843

ISAAC, MICHAEL
4090 HIGHWAY 8
TROY, ID 83871

ISBELLE, MIKEL
1658 DAMEN ST
MOSCOW, ID 83843

ITANI DEVELOPMENT INC
1515 SW WADLEIGH DR
PULLMAN, WA 99163

JAHNS, ROBERT
2542 MOSER ST
MOSCOW, ID 83843

JAIN, BRADLEY
1986 DAMEN ST
MOSCOW, ID 83843

JENSEN, ERIC
1907 ROLLING HILLS DR
MOSCOW, ID 83843

JENSEN, NICHOLAS
2412 ITANI DR
MOSCOW, ID 83843

JONES, ADAM
2316 E SIXTH ST
MOSCOW, ID 83843

JONES, DANIEL
1924 ROLLING HILLS DR
MOSCOW, ID 83843

JORDAN, AARON
422 SUMMIT RD
MOSCOW, ID 83843

KARASEV, ALEXANDER
2418 ITANI DR
MOSCOW, ID 83843

KASSEM, EMAD
1008 JULIE CT
MOSCOW, ID 83843

KIM, SEAN JIHOON
2303 E THIRD ST
MOSCOW, ID 83843

KINZER, ART
122 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

KIRCHNER, KEVIN
2415 MOSER ST
MOSCOW, ID 83843

KLINGENBERG, DAVID
3448 W 5300 S
ROY, UT 84067

KLOWDEN, J MARC
2356 MOSER ST
MOSCOW, ID 83843

KNEALE, SCOTT
1676 HILLCREST DR
MOSCOW, ID 83843

KOEPKE, LEONARD
108 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

KONEN, CADE
2515 ITANI DR
MOSCOW, ID 83843

KREIS, ROBERT
1987 DAMEN ST
MOSCOW, ID 83843

KRUEGER RENTALS, LLC
609 N ALMON ST #4008
MOSCOW, ID 83843

LANGFIELD, GEORGE
2165 HENRY CT
MOSCOW, ID 83843

LAWFORD, JANE MARIE
317 S ROOSEVELT ST
MOSCOW, ID 83843

LAWTON, JOHN
1426 E FIRST ST
MOSCOW, ID 83843

LEI, HANGTIAN
421 SUMMIT RD
MOSCOW, ID 83843

LESLIE, ELIZABETH
200 S ROOSEVELT ST
MOSCOW, ID 83843

LEWIN, PAUL ANDREW
2357 MOSER ST
MOSCOW, ID 83843

LEWIS, JERALD BRADLEY
2209 ITANI DR
MOSCOW, ID 83843

LI, FENG
2115 ITANI DR
MOSCOW, ID 83843

LICHTHE, AMY
1653 DAMEN ST
MOSCOW, ID 83843

LINDSEY, LINN
201 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

LIVELSBERGER, PHILLIP
1425 E FIFTH ST
MOSCOW, ID 83843

LOCKE, KENNETH
420 SUMMIT RD
MOSCOW, ID 83843

LUNDQUIST, WILLIAM
1964 DAMEN ST
MOSCOW, ID 83843

LYLE, SHERRY
1545 DOGWOOD CT
MOSCOW, ID 83843

MacDONALD, TARA
125 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

MADDOX, TIMBERLY
1627 MOLLY CT
MOSCOW, ID 83843

MARCHANT, GREGORY
1921 DAMEN ST
MOSCOW, ID 83843

MARR, MARK
2109 ITANI DR
MOSCOW, ID 83843

MARTIN, TODD
2032 DAMEN ST
MOSCOW, ID 83843

MASCIOTRA, JAMES
1628 HILLCREST DR
MOSCOW, ID 83843

MATTHEWS, DENNIS
223 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

McEVOY, ELIZABETH
2403 ITANI DR
MOSCOW, ID 83843

McGURKIN, PAM
705 E EIGHTH ST
MOSCOW, ID 83843

McKINLAY, KIRK
1649 MOLLY CT
MOSCOW, ID 83843

MEANS, MARY
1538 E THIRD ST
MOSCOW, ID 83843

MEIER, TESSA
1922 DAMEN ST
MOSCOW, ID 83843

MILLER, CRAIG ALAN II
213 ROSE CT
MOSCOW, ID 83843

MILLER, STEPHANIE
1965 DAMEN ST
MOSCOW, ID 83843

MILLS, PETER
1878 ROLLING HILLS DR
MOSCOW, ID 83843

MINARD, RICHARD JR
216 SUNRISE DR
MOSCOW, ID 83843

MINDEN, JUSTIN
145 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

MORBECK, L LOUISE
118 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

MORDHORST, TODD
1709 E THIRD ST
MOSCOW, ID 83843

MORGAN, DIANA LYNN
1677 HILLCREST DR
MOSCOW, ID 83843

MORSHECK, WILLIAM
201 S ROOSEVELT ST
MOSCOW, ID 83843

MOSMAN, WYNN
251 SUNRISE DR
MOSCOW, ID 83843

NEEDHAM, SHANE
2506 ITANI DR
MOSCOW, ID 83843

NELSON, KEALAN
1417 E FIRST ST
MOSCOW, ID 83843

NORTON, ANDREW
418 SUMMIT RD
MOSCOW, ID 83843

O'BRIEN, JENNIFER
1608 HILLCREST DR
MOSCOW, ID 83843

OFSTAD-COX, PATRICIA
310 S CLEVELAND ST
MOSCOW, ID 83843

OPLINGER, SCOTT
2402 ITANI DR
MOSCOW, ID 83843

PARIS LIVING TRUST
126 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

PARKS, MITCHELL
261 MOSER ST
MOSCOW, ID 83843

PAYTON, R MARK
425 SUMMIT RD
MOSCOW, ID 83843

PENBERTHY, EVAN
1960 CRESTVIEW DR
MOSCOW, ID 83843

PENG, CHING-AN
1929 ROLLING HILLS DR
MOSCOW, ID 83843

PICKARD, MICHAEL
221 PANORAMA DR
MOSCOW, ID 83843

PIERCE-GARNETT, DAVID
434 HARVEST DR
MOSCOW, ID 83843

PITTS, CRYSTAL
1637 DAMEN ST
MOSCOW, ID 83843

PLUMMER, DONALD
316 S ROOSEVELT ST
MOSCOW, ID 83843

PRESCOTT, JERILYN
2309 ITANI DR
MOSCOW, ID 83843

PRESSNALL, RANDY
185 S ROOSEVELT ST
MOSCOW, ID 83843

QUAADE, WILLIAM
1529 B ST
MOSCOW, ID 83843

RADCLIFFE, KARL
104 S ROOSEVELT ST
MOSCOW, ID 83843

RAUCH, RANDY
536 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

RAY, MONICA
2129 HENRY CT
MOSCOW, ID 83843

REED, WENDY
3510 23RD ST
LEWISTON, ID 83501

REHDER, TERRY
1843 ROLLING HILLS DR
MOSCOW, ID 83843

REID LIVING TRUST
37930 S SILVERWOOD DR
TUCSON, AZ 85739

RICHARDS REVOCABLE TRUST
1616 HILLCREST DR
MOSCOW, ID 83843

RICHARDS, BRANDON
1650 HILLCREST DR
MOSCOW, ID 83843

RICHARDS, SHAWN
275 SUNRISE DR
MOSCOW, ID 83843

RICKER, BRYAN
237 SUNRISE DR
MOSCOW, ID 83843

RIETH LIVING TRUST
2062 W CEDAR GROVE ST
MERIDIAN, ID 83642

ROBISON, BRADLY
2012 ITANI DR
MOSCOW, ID 83843

ROESLER, JASON
1677 DAMEN ST
MOSCOW, ID 83843

ROSALES, JUAN BERNARDO
2331 MOSER ST
MOSCOW, ID 83843

ROSGEN, MICHAEL
324 S ROOSEVELT ST
MOSCOW, ID 83843

RUSSELL, STEVEN
1731 ROLLING HILLS DR
MOSCOW, ID 83843

RYCH, GLENN DAVID
218 ROSE CT
MOSCOW, ID 83843

SACK, RONALD
2338 MOSER ST
MOSCOW, ID 83843

SANDERS, MICHAEL
1643 HILLCREST DR
MOSCOW, ID 83843

SAUL, BRAD
2038 ROLLING HILLS DR
MOSCOW, ID 83843

SCHNEIDER, LYDDA
804 DUNCAN PLACE SE
LEESBURG, VA 20175

SCHROEDER, DOUGLAS
1763 AMY CT
MOSCOW, ID 83843

SCOTT, STANLEY
PO BOX 13
MALTA, ID 83342

SEAMAN, RONALD
2236 MOSER ST
MOSCOW, ID 83843

SEUBERT, CASSANDRA
1627 HILLCREST DR
MOSCOW, ID 83843

SHARMA, BAL
2341 HENRY CT
MOSCOW, ID 83843

SHELDEN, ERIC
2547 MOSER ST
MOSCOW, ID 83843

SHIPLEY, MARK
108 S ROOSEVELT ST
MOSCOW, ID 83843

SHRESTHA, DEV
2374 MOSER ST
MOSCOW, ID 83843

SHUFFIELD, BRIAN
1956 CRESTVIEW DR
MOSCOW, ID 83843

SINCLAIR, ROBERT
2053 DAMEN ST
MOSCOW, ID 83843

SKANDALOS, GEORGE
112 S ROOSEVELT ST
MOSCOW, ID 83843

SKAUG, JACOB
108 N CLEVELAND ST
MOSCOW, ID 83843

SKIBIEL, AMY
2206 E THIRD ST
MOSCOW, ID 83843

SMILEY, RICHARD
1666 DAMEN ST
MOSCOW, ID 83843

SMITH, BRIAN
735 E SEVENTH ST
MOSCOW, ID 83843

SMITH, LLOYD
1947 CRESTVIEW DR
MOSCOW, ID 83843

SMITH, MARY
1526 DOGWOOD CT
MOSCOW, ID 83843

SNEGOSKY, DAKOTA
1733 E THIRD ST
MOSCOW, ID 83843

SPELLMAN, EMILY
2367 HENRY CT
MOSCOW, ID 83843

SPELLMAN, BRIAN
609 BRITTON LN
MOSCOW, ID 83843

ST HILAIRE PROPERTIES, LLC
PO BOX 486
NEWPORT, WA 99156

STANKE, WILLIAM
1953 CRESTVIEW DR
MOSCOW, ID 83843

STEELE, EDWARD
1646 HILLCREST DR
MOSCOW, ID 83843

STEVENSON, JOSHUA
1617 HILLCREST DR
MOSCOW, ID 83843

STINSON, CHRISTOPHER
1745 E THIRD ST
MOSCOW, ID 83843

STINSON, LORI
2221 ITANI DR
MOSCOW, ID 83843

STRIFFLER, JESSICA
1421 E THIRD ST
MOSCOW, ID 83843

STRONG, NATHAN
225 MOSER ST
MOSCOW, ID 83843

SULLIVAN, THOMAS
2518 ITANI DR
MOSCOW, ID 83843

SUQUET, CHRISTINE
105 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

SUTERA, JOHN
2031 DAMEN ST
MOSCOW, ID 83843

TALBOTT, IVAN
1669 DAMEN ST
MOSCOW, ID 83843

TAYLOR, JAMES
216 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

TAYLOR, WILLIAM
437 HARVEST DR
MOSCOW, ID 83843

TENNEY, BARRY
1505 E FIFTH ST
MOSCOW, ID 83843

THOMPSON, HAROLD
1642 DAMEN ST
MOSCOW, ID 83843

THOMSON, BRYAN
2221 HENRY CT
MOSCOW, ID 83843

TOTTEN, WAYNE
2015 ITANI DR
MOSCOW, ID 83843

TOWNSEND, EDGAR
231 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

TREADWELL, JOHN
1891 ROLLING HILLS DR
MOSCOW, ID 83843

TRIVELPIECE, MARCUS
411 HARVEST DR
MOSCOW, ID 83843

TRUJILLO-BARRERA, ANDRES
1810 ROLLING HILLS DR
MOSCOW, ID 83843

TUCKER, DANIEL
1602 ROLLING HILLS DR
MOSCOW, ID 83843

TYLER, DONALD
1671 MOLLY CT
MOSCOW, ID 83843

UBERUAGA, DAVID
1411 E THIRD ST
MOSCOW, ID 83843

UNLU, GULHAN
1862 ROLLING HILLS DR
MOSCOW, ID 83843

URQUIDI, ANTONIO
1739 E THIRD ST
MOSCOW, ID 83843

VADYVALOO, VIVEKA
1752 ROLLING HILLS DR
MOSCOW, ID 83843

VAN ECK, PETER
1040 BARTHO LN
TROY, ID 83871

VENEZIANO, ANNETTE
1666 HILLCREST DR
MOSCOW, ID 83843

VORHIES, ROBERT
404 S ROOSEVELT ST
MOSCOW, ID 83843

WALKER, MATTHEW
287 MOSER ST
MOSCOW, ID 83843

WALL, NORMAN
215 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

WANAMAKER, NANCY
2284 MOSER ST
MOSCOW, ID 83843

WANG, CHING-PI
1011 80TH AVE NE
MEDINA, WA 98039

WARNER, GERALD
PO BOX 8685
MOSCOW, ID 83843

WARREN, LINDSAY
2381 E SIXTH ST
MOSCOW, ID 83843

WEAVER LIVING TRUST
PO BOX 3367
MOSCOW, ID 83843

WEBB, WILLIAM
2190 MOSER ST
MOSCOW, ID 83843

WESSELS, DUANE
2512 ITANI DR
MOSCOW, ID 83843

WIGLE, TONI LYNN
1948 CRESTVIEW DR
MOSCOW, ID 83843

WILD, MARGARET ANN
415 PANORAMA DR
MOSCOW, ID 83843

WILLIAMS, DAVID III
2459 MOSER ST
MOSCOW, ID 83843

WILLIAMS, JANET
193 S ROOSEVELT ST
MOSCOW, ID 83843

WINTERBOTTOM, EDWARD
2364 HENRY CT
MOSCOW, ID 83843

WNEK, BRITTANY
310 S ROOSEVELT ST
MOSCOW, ID 83843

WU, XIAO
2509 ITANI DR
MOSCOW, ID 83843

YATES, DIANE
1605 MOLLY CT
MOSCOW, ID 83843

YEAGER, KENNETH
1635 HILLCREST DR
MOSCOW, ID 83843

YOPP, DAVID
1952 CRESTVIEW DR
MOSCOW, ID 83843

ZUBA, JAMES
251 ROSE CT
MOSCOW, ID 83843

scottbecker@moscow.com

From: scottbecker@moscow.com
Sent: Wednesday, February 24, 2021 1:38 PM
To: 'Baird, Dennis (dbaird@uidaho.edu)'
Subject: RE: Harvest Hills questions

Dennis,

Thanks for all your input. Let me know if you think of anything else. All the questions and comments will be forwarded to the developer and the City so your information is greatly appreciated.
 Scott

From: Baird, Dennis (dbaird@uidaho.edu) <dbaird@uidaho.edu>
Sent: Wednesday, February 24, 2021 1:34 PM
To: scottbecker@moscow.com
Subject: Re: Harvest Hills questions

Thanks very much for your reply. I sure hope that you are able to really minimize the amount of cut and fill that will be required.

My father was a realtor and developer, and told me that he knew of just one good rule for home buying: never buy a house built on fill. I also personally know of several contractors in Moscow who have been asked to bid on repair jobs at homes recently built on what is called compacted fill, which is not an issue on Moser Street which still happily rolls up and down and has no homes built on fill.

Anyhow, my hawthorn trees that are at the bottom of my property are looking forward to their new neighbors, and will of course not be looking forward to falling onto their property.

Dennis

From: scottbecker@moscow.com <scottbecker@moscow.com>
Sent: Wednesday, February 24, 2021 11:07 AM
To: Baird, Dennis (dbaird@uidaho.edu) <dbaird@uidaho.edu>
Cc: Baird, Lynn (lbaird@uidaho.edu) <lbaird@uidaho.edu>
Subject: FW: Harvest Hills questions

Hi Dennis,

I appreciate the questions. If you have further questions please do not hesitate to send them along.

1. The long culdesac has been reviewed by the fire department. It does push the limits of what they would prefer to see for a dead end street but they also understand the situation of that specific lot. They also prefer the large turn around versus the traditional culdesac turn around.
2. The parkland at the east end of the development is Moser Park. The land has been dedicated and is ready to be developed into a park as soon as the housing reaches the park. There is a dedicated right of way which extends from the culdesac to the park for a future walking path connection. The main connection to Moser park will be off of Third Street when it is extended to the east.
3. The water will be collected at the end of Third Street and conveyed to the detention pond near the PUD lot. This water conveyance will reduce the frequency and severity of the flooding on Dahmen Street

4. There will be some cut and fill required to develop the site. This will be minimized by house styles that utilize the slopes for garages and walk in basements. Fill when constructed and compacted properly with the typical Latah clay is generally very solid.

One other point that was not discussed is the connection of Jansen Street. The Jansen Street connection will be the key to connect to McDonald School and helps to tie the neighboring subdivision together.

Let me know if you have any additional questions.

Thank you,

Scott Becker, P.E.
Principal Engineer
Hodge and Associates, Inc.
405 S. Washington St.
Moscow, ID 83843
(208) 882-3520

From: Hodge & Associates <hodge@moscow.com>
Sent: Wednesday, February 24, 2021 10:05 AM
To: scottbecker@moscow.com
Subject: FW: Harvest Hills questions

From: Baird, Dennis (dbaird@uidaho.edu) [<mailto:dbaird@uidaho.edu>]
Sent: Wednesday, February 24, 2021 10:02 AM
To: scottbecker@moscow.com
Cc: Baird, Lynn (lbaird@uidaho.edu)
Subject: Harvest Hills questions

Thank you for sending me the meeting notice on this subdivision plat, which is directly below, south of, and in the valley below my home at 2187 Moser Street.

My wife and I have had the first of two Moderna vaccine shots, but as a result are still at considerable COVID19 risk and so will probably not want to attend the meeting.

This plat is infill, which is generally a good way to plan housing, and it features many small lots, for which there is a real need in Moscow. But I do have some questions, which I hope you will be able to answer.

At the east end, the plat map shows 29 lots, all on a cul de sac with just one exit. From a fire standpoint, this seems very risky to me. Is approval by the fire department necessary for this, and if so, has that been obtained?

At one time there was, I believe, a parkland dedication at the east end of the valley. Do you know anything about that, and does this plat have any impact on that dedication if it still exists?

The bottom of the valley is not, according to the city planning office, any kind of wetland, but despite that conclusion by the city, the valley floor is wet much of the year, is actually a small stream right now, and is home to a very large, annual frog population. What will be the impact on all of that?

Most of the developments on the south side of the valley were done on hills that were once "rolling," hence the no longer accurate name of some of them. All the sites are on heavily bulldozed and flattened fill, which is often erroneously called "compacted fill." Do you have yet a development plan for this plat? If so, do you intend to maintain the existing slopes on either side of the valley floor? I ask this because I don't wish to have my lower property undermined by some sort of flattening project, but also for a second reason: lots on natural, sloping terrain can be used to build nice homes that follow the lay of the land and can also avoid the cracking and subsiding that always follows homes built on fill. I have two relatives who have PhD degrees in civil engineering and they can attest to the risks of building on fill. Maybe these lots, if fill free, would sell better?

I can already guess that the answer is no, but would you have any interest in sharing the cost of a north side boundary fence project?

Dennis Baird
PO Box 8787
2187 Moser
Moscow



Virus-free. www.avast.com

scottbecker@moscow.com

From: scottbecker@moscow.com
Sent: Thursday, February 18, 2021 7:46 AM
To: 'Matthew Halladay'
Subject: RE: Harvest Hills
Attachments: 3831 HH2 pre plat..pdf

Hi Matt,

There is a 2 acre PUD parcel at the corner of Third and Mountain View that is zoned Neighborhood Business which could be constructed with a mix of residential and some light commercial such as offices or small convenience store or other permissible uses. Drive throughs are NOT permissible in the NB zone. The other parcel to be platted east of the existing construction is to remain zoned R2 and develop with lot sizes almost identical to what was almost developed 15 years ago.

We will discuss this at the up coming meeting. As far as what business is going into the Neighborhood Business, the developer does not have any business lined up for that at this time.

Please feel free to send me additional questions if you have any.

Thank you,

Scott

From: Matthew Halladay <mhalladay@gmail.com>

Sent: Wednesday, February 17, 2021 7:55 PM

To: scottbecker@moscow.com

Subject: Re: Harvest Hills

Hi Scott,

I would like to know what you are planning to present at the upcoming meeting. There have been several attempts to re-zone, is this another one of those? I guess that would be my primary question. I'm also interested in any changes you might be trying to propose.

Thanks,

Matt

On Wed, Feb 17, 2021 at 4:20 PM <scottbecker@moscow.com> wrote:

Hi Matt,

Here is my contact information. Please let me know if I can answer any questions for you regarding the Harvest Hills project.

Thank you,

Scott Becker, P.E.

Principal Engineer

scottbecker@moscow.com

From: scottbecker@moscow.com
Sent: Wednesday, February 17, 2021 10:34 AM
To: 'Debra Saul'
Subject: RE: Harvest Hills PUD and Plat for 2nd Addition

Hi Debra,

Thank you for the inquiry.

There are some traffic measures that are in the works to help mitigate traffic delays. One is a roundabout at Sixth and Mountain View, another is the left and right turn lanes at Third and Mountain View, and lastly the Third Street Bridge is still on the comprehensive plan which would help to divide some of the east-west traffic. Additional improvements are planned for Mountain View from Sixth Street to Highway 8 as funding becomes available. The bridge at Third Street is controversial but once constructed will increase continuity and connectivity for the east side of town. The roundabout is somewhat controversial but will improve traffic flow and reduce drive frustration by maintaining a consistent 4-way flow of traffic.

The proposed subdivision is consistent with the City's comprehensive plan including increased vehicular and pedestrian connectivity.

Please let me know if you have additional or follow up questions.

Scott Becker, P.E.
 Principal Engineer
 Hodge and Associates, Inc.
 405 S. Washington St.
 Moscow, ID 83843
 (208) 882-3520

-----Original Message-----

From: Debra Saul <mk_wonder@yahoo.com>
 Sent: Tuesday, February 16, 2021 7:18 PM
 To: scottbecker@moscow.com
 Subject: Harvest Hills PUD and Plat for 2nd Addition

Hi Scott Becker,

We live in the Rolling Hills Addition at 6th Street and Rolling Hills. We would like to know how the City of Moscow is planning to mitigate the added traffic congestion this subdivision will bring to an already over congested intersection at Mountain View and 6th Street at rush hour in both the morning and evening hours.

We have lived on Rolling Hills Drive for 15 years and have learned to avoid that intersection in the morning due to both incoming traffic north bound on Mountain View which turns west at 6th Street to access the University of Idaho Campus and downtown Moscow, and the traffic going to the 3 schools located on D Street.

As the attempt to push through 3rd Street, by proposing to eliminate the front lawns of the properties between the Moscow Creek and Mountain View, did not succeed, please let us know how the addition of 91 new houses with cars (the duplexes under construction plus this new plat) will be able to successfully integrate into this area without major consequences to the current traffic issue. This number does not include the subdivision currently under construction at the east end of 3rd Street along with all the houses that have been built in the last 2 years.

Mask up to keep us all safe.
Stay safe. Stay well. Get vaccinated!

Debra Saul

scottbecker@moscow.com

From: scottbecker@moscow.com
Sent: Wednesday, February 17, 2021 10:07 AM
To: 'Ronald Sack'
Subject: RE: Harvest Hills
Attachments: 3831 HH2 pre plat..pdf

Hi Ronald,

Attached is a drawing of the lot layout to better illustrate what the developer is planning for that parcel. There will be a Planned Unit Development (PUD) component near Mountain View and R2 residential throughout the rest of the undeveloped portion. When the project is completed Jansen Street will be connected and Third Street will be connected to Rolling Hills 8th.

It is estimated that development to Jansen Street will start in June and finish in October 2021. Housing construction will continue as lots can be sold. After this meeting there will be a public hearing at Planning and Zoning to discuss both plats and the PUD. This project was platted in 2005 but the plat was never filed. The current layout is very similar to the previous plat.

At this time there is no plan to hold the meeting virtually but I will continue to take comments and answer questions. All correspondence will be submitted to the City as part of the preliminary plat application.

Please let me know if you have any additional questions or if you would like to come by the office and review the project.

Thank you,

Scott Becker, P.E.
 Principal Engineer
 Hodge and Associates, Inc.
 405 S. Washington St.
 Moscow, ID 83843
 (208) 882-3520

From: Ronald Sack <ronald.sack@gmail.com>
Sent: Sunday, February 14, 2021 11:54 AM
To: scottbecker@moscow.com
Subject: Harvest Hills

Dear Mr. Becker:

Thanks for the notice of the hearing on Harvest Hills. The map is very illegible; please send me a plot plan of the development, including boundaries of the development and boundaries for the 1st and 2nd additions. Please hold the "neighborhood meeting" as a virtual event (e.g., Zoom) since I assume a large group interested in the project, which would probably violate the State guidelines on assembly of large groups.

Since the existing construction seems to be dragging on and on ad infinitum, I would appreciate knowing the start and end dates of any additional construction.

Incidentally, I recall Larry Hodge and Quentin Bohne (I think he was one of the original partners with Larry) in my structural engineering class at U of I many years ago so I have more than a casual interest in this project, but also a professional concern in the quality, timing, and integrity of the work.

Sincerely,
Ronald L. Sack,, Ph.D.
2338 Moser Street
Moscow, ID 83843

**Harvest Hills PUD and 2nd Addition Plat Meeting
SIGN IN SHEET
February 26, 2021 4:00 PM**



Address

Phone Number

Email

	Address	Phone Number	Email
	Peter Van Eck 1040 Bartho Ln. Troy, ID 83871	208-8354081	VANECKPX@BETHLE.COM
Phil Rheingans	620 E Palouse River Dr	882-0767	
Ed Barb Tournent	231 S. Mt View Rd	208-883-3387	edbarb9@gmail.com
Amy Lichte	1653 Damen St	208-669-8878	lichtea@yahoo.com
Anne Peterson	2132 Henry Ct	509-336-1804	shortie mom@live.com
Patricia Taylor	437 Harvest Drive	(208) 883-4984	
Linda Christenson	1654 Rolling Hills D		
Katelyn Foutch	1727 E. 3rd St	208 882 5010	katejenningsphotography@gmail.com
Mary Mordhorst	1709 E 3rd St.	(916) 580-5060	mordhorst3@sbglobal.net
Christine Seguet	105 Mtn View	208-310-2312	cpsseguet@gmail.com
David Phelan	1965 Damen St		davidgur+quail.com
STEPHANIE MILLER	"	208-310-1345	stwiller@uidaho.edu
Juan B Albaitero	2331 Moser St	360 936 8843	juan-bernardo@albaitero.com
Jason Franklin	1958 Crestview Dr.	208 596 2609	mcfrank97@gmail.com
SCOTT DPLINGER	2402 ITANI DR	208 892 1341	

Harvest Hills PUD and Subdivision Plat

Neighborhood Meeting Minutes

Friday, February 26, 2021, 4:00pm

Presenter: Scott Becker, PE Hodge and Associates

Developer: Phil Rheingans

Meeting Location: Latah County Fairgrounds

Meeting Purpose

The presentation and discussion of the proposed PUD and 2nd Addition Plat

Meeting

The meeting was called to order at 4:00 and was open to the neighbors.

Scott Becker opened the meeting by introducing a general overview of the project. He presented 5 slides; first slide was an introduction, second slide was a vicinity map, third slide showed the Neighborhood Business/PUD lot and proposed layout, the fourth slide showed the 2nd Addition plat layout and the fifth slide illustrated the connectivity of the proposed development and how it ties the other subdivisions together.

Scott asked that everyone be respectful during the questions and answer period

Q: What type of housing is being proposed?

A: The PUD will have commercial space with attached housing above it at the entrance to the property. There will be twin homes and townhouses primarily withing the rest of the PUD. The 2nd Addition plat is zoned R2 and will have single family homes on each lot.

Q: What is permitted in the Neighborhood Business zone?

A: There are numerous permitted uses for the Neighborhood business zone Dwellings above or behind commercial uses and as permitted in commercial zones. Some examples permitted in a NB zone are; Professional offices, Financial and investment offices, Restaurants, Coffee stands, Neighborhood centers, Child care and Residential on secondary street frontage.

Q: How will stormwater and runoff be controlled during construction?

A: Construction runoff will be controlled using best management practices for erosion and sediment control with City of Moscow oversight. A swale will be constructed at the bottom of the slope to reduce excessive runoff.

Comment: We have experience backyard flooding during a recent storm event.

Discussion: There was discussion about runoff from that field especially from a storm event on frozen ground. Phil has been farming that lot for some time and has had difficulty with that issue in the past. Scott mentioned that once the lots are developed much less runoff will occur since most of the impervious surfaces will drain to the storm sewer in 3rd Street.

Q: what is the timing of construction and will there be a sidewalk connection to the Harvest Hills dead end street

A: Not sure on the timing of construction. Much of the timing is out of our control and some will depend on pricing from the contractor. Scott will look into the sidewalk.

Q: I heard the NB lots will be senior housing. Is that true.

A: This is not true. Rumors get started base on speculation.

Q: How will stormwater be handled.

A: stormwater will be collected and conveyed to the existing detention pond to be released at a reduced rate into Paradise Creek

Comment: There was discussion of the City's efforts to improve Paradise Creek downstream from this project and how that will help with upstream flooding.

Q: How large at the lots

A: Lot sizes vary from large to modest. Scott did not bring the preliminary plat with him to discuss each lot and lot size.

Q: Will lots be for sale or will they all be built out by the developer

A: It's not known for sure at this time. The intention is for the developer to construct most of the housing.

Q: Will the short section of Jansen Street be constructed

A: Yes. Jansen Street construction is tied the movement of the Verizon Pedestal in Mountain View Street.

Comment: I'm opposed the idea of a store located Mountain View and 3rd Street. Too many students will gather at that spot.

Q: More questions about the timing of each element of the project and the use of the commercial lot.

A: Timing of construction has not been nailed down at this time. There is no tenant for the commercial lot

Comment: I would like to see larger lots with less density.

With no other questions, the meeting adjourned at 5:25.

Attached is a copy of the attendance sheet.

Respectfully

Scott Becker, PE

Hodge & Associates, Inc.

Memo

To: Michael Ray, Assistant Community Development Director

From: Todd Drage, Engineering Technician

cc: Bob Buvel, Staff Engineer

Date: 2020-04-21

Re: Department Review of the Harvest Hills 1st Addition Preliminary Re-plat and PUD

Upon reviewing the preliminary re-plat and planned unit development (PUD) for the Harvest Hills 1st addition, the engineering department has the following recommendations:

- 1) As this development has changed, we recommend the stormwater runoff control facility design be evaluated to verify that there will be zero net increase in the rate of stormwater runoff from the development as a result of design changes.
- 2) The proposed preliminary plat shows a swale running north to south along the western edge of the development. As this is on dedicated parkland we recommend that this not be permitted and that no infrastructure be located within parkland.

This concludes our comments for this preliminary application. Please let me know if you have any questions or comments.

Regards,

Todd Drage

Jennifer Fleischman

From: Madalyn Asker <madalynasker@gmail.com>
Sent: Tuesday, April 27, 2021 6:09 PM
To: Planning & Zoning Commission
Subject: Harvest Hills Development

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Hello,

My name is Madalyn, I am a current graduate student of architecture. I was born and raised in Moscow and care deeply about this city and its future. I am writing with regards to the Harvest Hills Development. I believe that the next phases of development violates code in regards to the flood plain, the emergency vehicle access and the irresponsible architecture of the first phase.

We forget that houses are not just for sale. Houses are for people and we have to think of them first. The Harvest Hills development is largely inspired by a model of suburbia that has sold us an idyllic image of life but has done so much damage to our individual happiness, the environment and our collective image of the city. Developers can hardly resist the opportunity to make as little money as possible without considering what is best for the city and its inhabitants. We depend on our surroundings to embody the moods and ideas we respect. The repetitive nature of the Harvest Hills development goes against the goals of the city and leaves potential home owners at the mercy of bad design. These homes were designed in a vacuum and show that there was not much thought about the site, the traffic and quality of space. We owe it to the fields that our houses will not be the inferiors of the land they have replaced. We owe it to the worms and the trees that the building we cover them with will stand in support of the goals of the city and the people who dwell here.

I would urge that the current infrastructure on Mountain View road does not support the projected population that will inhabit the development and should be carefully designed by and built by a more responsible and thoughtful group of people. The city should incentivize the developer into creating more walkable and bike able streets and taking care of the ecology that currently exists.

Thank you for your time,
Madalyn A.

Jennifer Fleischman

From: Davis, Suzie <suziedavis@turbonet.com>
Sent: Wednesday, April 28, 2021 9:11 AM
To: Planning & Zoning Commission
Subject: Harvest Hills

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

To members of the Planning and Zoning Commission,

I am writing to express my concerns over the number of proposed developments occurring within and on the outskirts of the city of Moscow, with an immediate concern about the Harvest Hills development, Areas 1 & 2. My main concerns with this development and the two others (Trail Road and West Palouse River Drive) are:

1. Where are the people coming from that will fill all of these homes?
2. How are these going to be entry level homes when the cost of lumber and other building materials have skyrocketed? Yes, this could just be a passing trend, but all the more reason to postpone the approval until prices go down.
3. What is going to be done with the added congestion and traffic on Mountain View, 6th Street, B Street, and D Street? One fancy crosswalk at 3rd and Mt. View is not going to "cut it".
4. And finally, and most importantly, in my opinion, where is the water going to come from for all these new homes? We are already depleting the water table faster than it can replenish. How is this sustainable?

This feels like a huge increase in housing without much thought to sustainability. There should be more input and discussion with homeowners near these developments and the public in general. I realize this is more difficult to accomplish during a pandemic, but that shouldn't be the excuse. It should be a reason to be more cautious and thoughtful with our actions.

Sincerely,

Suzie Davis

1228 Tamarack Drive, Moscow

Moscow resident since 1968

Jennifer Fleischman

From: Daniel Griebing <daniel.griebing@gmail.com>
Sent: Sunday, April 25, 2021 4:54 PM
To: Planning & Zoning Commission
Subject: Harvest Hills Proposed New Developments

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Can you please advise how we can gather substantive details on the proposed Harvest Hills development? What is the process for understanding the impact on roads, sidewalks (will there be any), traffic, and impact on kids walking to school? Where is this information?

Further, it is hard to see how some of these lots (or the road) will make sense without undercutting the hillsides of adjacent existing property or building directly on the wetland/creek area. Is there any information gathering or planning that has been done or will be done to show how all this dirt will be moved and hillsides cut into to make these lots and roads? Lines on a map showing lots communicates almost nothing of substance.

It seems like very little information or communication is available for such a large development. Please consider the impact to all your existing tax payers, voters, and long time residents. Please help us understand this without rushing approval for a massive reshaping of our community.

Kind Regards
Daniel and Megan Griebing
2075 Damen st

Jennifer Fleischman

From: Michael Ray
Sent: Friday, April 30, 2021 8:23 AM
To: Jennifer Fleischman
Subject: FW: Moscow is big enough

Follow Up Flag: Follow up
Flag Status: Flagged

From: David and Molly <mdhallock2@yahoo.com>
Sent: Friday, April 30, 2021 7:56 AM
To: Michael Ray <mray@ci.moscow.id.us>
Subject: Fw: Moscow is big enough

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

There was an article in yesterday's paper about the Harvest Hills development. While I don't agree with some residents that the Planning and Zoning commission should arbitrarily disapprove developments, I am, unlike Commissioner Nels Reese, sympathetic to concerns about Moscow growing too big. Allowing housing developments to proceed is one thing, actively encouraging new businesses (and more people!) to move here is something else. I don't know if the Commission is doing things (like changing zoning?) to encourage more people to move here but if they are, I hope they are thinking carefully about the consequences of population growth.

By the way, pretty much no one I know thinks more people in Moscow would be a good thing.

Thank you,

Dave Hallock

PS: I would have sent this to the Planning and Zoning commissioners but I couldn't find their email addresses on the city web site.

PPS: The email, below, explains my position in more detail.

----- Forwarded Message -----

From: David and Molly <mdhallock2@yahoo.com>
To: blambert@ci.moscow.id.us <blambert@ci.moscow.id.us>; "council@ci.moscow.id.us" <council@ci.moscow.id.us>; "bbelknap@ci.moscow.id.us" <bbelknap@ci.moscow.id.us>
Sent: Monday, January 18, 2021, 01:17:41 PM PST
Subject: Moscow is big enough

Dear Mayor Lambert, members of the City Council, and Deputy City Supervisor Bill Belknap,

"We want a vibrant and growing Moscow!" we are told with cheerful enthusiasm. Vibrant, I get, but growing? Why growing? Mayor Lambert once told me it was because it would broaden the tax base. I don't know why that would benefit current Moscow residents but I'm not so gullible as to think it means my taxes will go down. My guess is that increases in tax revenues will mostly allow spending to accommodate the increased population. So we get revised systems to help with the increased traffic, competition for parking, demand on utilities infrastructure, and so on.

When I first moved to Moscow in 1973, it was a farming town made vibrant by the University of Idaho. I liked the small size and the rural American character, spiced with national and international diversity from UI. Traffic was relatively light, housing was affordable, lines at the grocery stores and voting booths were reasonable. Moscow is still a great town, though I miss the ruralness it has lost since then.

The population of the US is 158%* of what it was in 1970 and world population is 210%. Inevitably, some of the growth came to Idaho (255%) and Moscow (184%, i.e., not quite double). I don't resent these Idahoan, American, and international immigrants coming to Moscow for a better life. However, I am firmly against government efforts to actively grow Moscow, such as the South Moscow development district. If we encourage businesses and manufacturers to move here, we aren't just providing jobs for current Moscow residents, we are encouraging more and more people to move here and compete for those jobs. The question isn't how many jobs we should have--there will never be enough--the question is how big we want Moscow to be.

Maybe some residents would like Moscow (pop: 25,897*) to be more like Lewiston (pop: 32,883) or Pullman (pop: 35,069) or even Coeur d'Alene (pop: 53,618) but not me! Sure, more people means Trader Joes might open a store here but the bad things that come with being bigger far outweigh the good.

I suggest you ask Moscow residents whether they want Moscow to be a bigger town before actively encouraging development and industrialization. Make sure the stakes are clear: questions like "should we bring more jobs to Moscow" are misleading without clarifying that every 500 new jobs will grow Moscow's population by, say, 2100 people**, and explaining what that means. How much will housing prices and property taxes go up? How will stop light wait times be affected? How many more minutes will it take to get through the grocery store? How much harder will it be to get a parking spot downtown? How much land will be taken out of production and paved over and how will that affect water quality? How much faster will the aquifer be drawn down? What is the anticipated impact on crime rates? Etc.

If Moscow is too small for you, there are plenty of bigger cities around, feel free to move to one! There are plenty of smaller cities, too, but Moscow is, for me, in the sweet spot, and there are precious few of those in Idaho.*** I suspect I'm not alone in this: compare the number of Moscow residents that commute to Pullman with the number of Pullman residents that commute to Moscow. Most people prefer the smaller town. (Or ask Moscow residents if they'd like to be more like Pullman!)

In summary, Moscow is plenty big enough. I strongly object to any efforts on the part of government officials to actively encourage more people to move here.

Respectfully,
Dave Hallock

* 2020 populations are projections (worldpopulationreview.com)

**I've assumed a multiplier effect of 1.4 and a population per job ratio of 3. Presumably, you use more accurate numbers when you analyze the impacts of various pro-growth policies.

*** There are two cities in Idaho with 20-30,000 people. The other is Kuna, near Boise. The next smaller town in north Idaho is Hayden (pop: 15,728).

Jennifer Fleischman

From: Carole Hughes <hurley1148@gmail.com>
Sent: Saturday, April 24, 2021 9:14 AM
To: Planning & Zoning Commission
Cc: Bill Lambert
Subject: Harvest Hills Development Areas 1 & 2

Follow Up Flag: Follow up
Flag Status: Flagged

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Members of the Planning & Zoning Commission:

It is premature for the Planning & Zoning Commission to approve the Harvest Hills Development proposal, areas 1 & 2, without additional information being provided to the public specifying location of sidewalks, green spaces, traffic lights, landscaping... I urge you to postpone the consideration until specifics are provided.

Area 1, of the Harvest Hills development proposal, the nearest to Mountain View Rd., to include 10 twin homes, 4 town houses and 19,000 sq ft of business space, would seriously increase traffic & congestion, especially from autos entering & exiting businesses, and endanger users, mostly young people at the Middle School, tennis courts, skate park, city pool & playing fields & attendees at the Nazarene & LDS Churches, areas already crowded with autos, bikers & walkers. School buses, emergency, police & fire department vehicles would experience difficulties moving through the narrow area.

Home owners along this short stretch of Mountain View Rd. would be most negatively impacted by Area 1, but everyone in Moscow passing through the area would experience the results of both Area 1 & 2 proposals which would add 72 new units of housing & business..

Area 2, proposes 56 single-family dwellings on not much land without mention of sidewalks, street lights, greenspace, play areas, water use, flood plains...

Notice to the residents of the neighborhoods in the vicinity were alerted to the P&Z meeting by a sign on an undeveloped section of road at Janson & Damen Streets posted 5 or 6 days ago. This is not sufficient notice to those whose lives & properties will be dramatically affected by this development.

I urge the members of the P&Z Commission to postpone action on the Harvest Hills Development, Areas 1 & 2, until residents of the area and Moscow have an opportunity to fully understand what is being proposed and how the resulting development would impact their lives.

Thank you for your consideration.

Carole Hurley Hughes

*2053 Damen St.

Moscow

208-882-2209

#Owner since Nov. 2020 - in the process of renovating & occupying

Resident of 1148 Nearing Rd. - 50 years

Resident of 861 N. Lincoln 1968-1979

Jennifer Fleischman

From: pauljehn@roadrunner.com
Sent: Wednesday, April 28, 2021 12:55 PM
To: Planning & Zoning Commission
Subject: Harvest-Hills-PP2-PP1-PUD1---PZ-04-28-21 - comments

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Please accept these written comments regarding the proposed Harvest-Hills-PP2-PP1-PUD1---PZ-04-28-21 as I am unable to attend the public hearing. I was unaware of this hearing until 4/27/21.

I have several concerns regarding this development;

1. The land on the North side of area #2 is sub-irrigated. This means that seasonally there can be a lot of ground water near the surface. My concern is that with extensive cut and fill, the remaining slope will become unstable and susceptible to sliding. I have seen this happen while I was the Ferry County Washington Planning Director in the 1980's
2. Building and development should be curtailed or prohibited with the 100 year flood plain. With the current climate changes occurring, a 1 in 100 year flooding is becoming only too common
3. Water availability: As you know, the report by the Palouse Basin Aquifer Committee indicates that the water levels in the Grande Ronde Aquifer are declining. Although there are proposals for additional sources of water, there seems to be more emphasis on development without looking at water sustainability
4. The proposed development will create more traffic on Mountain View. This road already suffers from congestion (left turns) and the lack of sidewalks. What is the plan for improvements to Mountain View?

Please let me know if I may provide more detail regarding the above.

Sincerely

Paul Jehn, Geologist

Cell 509 680 2652
495 Moser Street
PO Box 9935
Moscow, ID

Jennifer Fleischman

From: pauljehn@roadrunner.com
Sent: Thursday, April 29, 2021 2:14 PM
To: Planning & Zoning Commission
Subject: RE: Harvest-Hills-PP2-PP1-PUD1---PZ-04-28-21 - comments

Follow Up Flag: Follow up
Flag Status: Flagged

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I submitted the following comments to the City yesterday concerning the proposed Harvest Hills development east of Mountain View. It occurred to me later that portions of this drainage would fall under the Clean water act, Waters of the U.S. because there is (or was) intermittent flow to navigable waters.

From: pauljehn@roadrunner.com <pauljehn@roadrunner.com>
Sent: Wednesday, April 28, 2021 12:55 PM
To: p&z@ci.moscow.id.us
Subject: Harvest-Hills-PP2-PP1-PUD1---PZ-04-28-21 - comments

Please accept these written comments regarding the proposed Harvest-Hills-PP2-PP1-PUD1---PZ-04-28-21 as I am unable to attend the public hearing. I was unaware of this hearing until 4/27/21.

I have several concerns regarding this development;

1. The land on the North side of area #2 is sub-irrigated. This means that seasonally there can be a lot of ground water near the surface. My concern is that with extensive cut and fill, the remaining slope will become unstable and susceptible to sliding. I have seen this happen while I was the Ferry County Washington Planning Director in the 1980's
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Please let me know if I may provide more detail regarding the above.

Sincerely

Paul Jehn, Geologist

Cell 509 680 2652
495 Moser Street
PO Box 9935
Moscow, ID

Jennifer Fleischman

From: Karen Jennings <karenjenn2019@outlook.com>
Sent: Wednesday, April 28, 2021 6:10 PM
To: Planning & Zoning Commission
Subject: Harvest Hills Development

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Dear Planning and Zoning,
Please delay a decision to approve of the Harvest Hills Development. The impact would be huge and change the landscape, character, and traffic of this area.

Thank you for your work!

Karen Jennings
616 E. 7th St.

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Jennifer Fleischman

From: james morasch <jamesmorasch@hotmail.com>
Sent: Tuesday, April 27, 2021 10:12 AM
To: Planning & Zoning Commission
Subject: Harvest Hills development

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Planning and Zoning -

I'm concerned about the increased density of the Harvest Hills development without some plan about how to handle the increased traffic that will come with that development. I've noticed in the past 35 years that Moscow doesn't plan well to accommodate for the traffic from all the houses to the east to the majority of retail and employment that exists to the west. This puts traffic in areas occupied by children at the middle school, and increases traffic on Est, 6th and 3rd. Those streets are not designed to be major traffic arterials.

Also - Planning and Zoning needs to address the lack of sidewalks and the narrowness of Mountain View from Public Avenue out to Mountainview Park. There's a school that's supposed to be built out there - I can't believe a school can operate out there on a major arterial without any sidewalks. I know that end of town is a hodgepodge of County and City property - if that's the case it all should get annexed into the City.

James Morasch
209 N. Monroe

Jennifer Fleischman

From: LOUISE MORBECK <lmorbeck80@gmail.com>
Sent: Tuesday, April 27, 2021 9:32 AM
To: Planning & Zoning Commission
Subject: Harvest Addition

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Before they put anymore houses up there you need to fix and widen the bridge on Mountain View Rd. and clean out the creek so our places won't flood again. Why are the houses so close together? If one catches on fire they will all burn. If everyone else has to have 25 feet between the houses why don't they? Who pays for all the utilities that have to be put in? Do they pay property taxes? When they had the meeting about the first section everyone there was against it and they said to bad they were doing it anyway. Do they have control over the city now? These are a few things I think the public have a right to know. Louise Morbeck

Jennifer Fleischman

From: Muneta, Joann (jmuneta@uidaho.edu) <jmuneta@uidaho.edu>
Sent: Tuesday, April 27, 2021 7:09 AM
To: Planning & Zoning Commission; Bill Lambert; Maureen Laflin; Brandy Sullivan; Anne Zabala; Art Bettge; Gina Taruscio; Sandra Kelly
Subject: Extend public hearing on Harvest Hills

Follow Up Flag: Follow up
Flag Status: Flagged

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Greetings,

I am writing to request that the P&Z Commission Weds April 28 Public Hearing on the further development of Harvest Hills be rescheduled and postponed so that the public will have a chance to learn more about the project. The project will have great impact on the area and the neighboring City schools, and recreation facilities, and very few knew about the hearing and what is being planned. Please provide time for more public information and communication.

Thank you.
Joann Muneta

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Jennifer Fleischman

From: Mary Bosch Read <idahoreader@gmail.com>
Sent: Monday, April 26, 2021 6:54 PM
To: Planning & Zoning Commission; Bill Lambert; council@ci.moscow.id.us
Subject: Harvest Homes development

Follow Up Flag: Follow up
Flag Status: Flagged

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Hello,

As a long time resident and concerned citizen of Moscow, I am writing in opposition of the planned housing development in the Mt. View Dr. area of east Moscow.

I am astounded at the size of this development. The infrastructure needs alone are reason enough to demand extensive research on the impact of this project. As importantly, and of greater concern is the environmental impact. It was just 2 winters ago that many residents suffered significant flooding in this area. I haven't seen any environmental impact study results and believe these should be not only published but discussed in a public setting. Current residents in the immediate area should be contacted and informed of the increased risks for flooding.

Then there is the devastating toll this will place on the area wildlife, nesting grounds, etc.

This development is bad for Moscow.

Mary Read
205 N. Garfield St.

Jennifer Fleischman

From: Rose, Alan (arose@uidaho.edu) <arose@uidaho.edu>
Sent: Sunday, April 25, 2021 10:36 PM
To: Planning & Zoning Commission
Subject: Harvest Hills

Follow Up Flag: Follow up
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More time is necessary before the

Planning & Zoning Commission approves the Harvest Hills Development proposal, areas 1 & 2.
Additional information should be provided to the public before any decision is made

Alan Rose
1114 Highland Drive
Moscow

Jennifer Fleischman

From: marci stephens <marcijs3@gmail.com>
Sent: Tuesday, April 27, 2021 7:19 AM
To: Planning & Zoning Commission
Subject: Harvest Hills - please delay!

Follow Up Flag: Follow up
Flag Status: Flagged

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Please delay the decision on Harvest Hills - or do not approve.

Moscow continues to grow - we need more answers on a limiting resource: WATER.

Please hold your decision until we know from experts what the true costs may be.

Thank you,
Marci Stephens

Jennifer Fleischman

From: christine suquet <cpsuquet@gmail.com>
Sent: Sunday, April 25, 2021 3:17 PM
To: Planning & Zoning Commission
Subject: Harvest hills

Follow Up Flag: Follow up
Flag Status: Flagged

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As a resident very close to this project & having lived on Mountain View for the past 41 years I am very concerned about the impact this project will have on the whole neighborhood.

There are much too many homes planned on a small acreage and the business is a ridiculous idea that will bring more traffic & certainly parking problems.

I had fought to have the 3rd street bridge good for cars which would have made much sense since there are only 2 streets to move traffic East-West (D and 6th) but the city only listened to people who aren't impacted by the traffic of Mtn View.

This project is located in flood plains and needs some thorough studies on the impact it might have on us residents living in the lower part of this area.

Many children walk to and from schools, ball parks, Hamilton center all year around and will be more at risk with such heavy traffic.

Please listen to concerned citizens and not to the builder who is only looking at his profit & doesn't care about the impact of his project on the neighborhood.

Sincerely,
Christine Suquet

Sent from my iPhone

Jennifer Fleischman

From: Kathleen Warren <kathleenkw1@gmail.com>
Sent: Monday, April 26, 2021 5:20 PM
To: Planning & Zoning Commission
Cc: Bill Lambert; Council
Subject: Harvest Homes proposal

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Dear Commission members, Mayor Lambert, and Moscow City Council ,

I understand you will be ready to reconsider the plans for the Harvest Homes development this week, Wednesday evening. I did not see any publicity about this meeting and came on the listing of your agenda by accident. I reviewed the history of the proposals for this plat in Daily News accounts from 2014 on.

My research and personal connection with this area leaves me with serious concerns about the plans. I could not find anywhere where you have resolved the issue of service vehicles access, congestion, danger to middle school and (when constructed) Logos school pedestrians, and ambulatory Good Sam residents (including myself) and their visiting families, as well as all other regional residents who walk dogs, bike, as well as drive that part of Moscow. These were mentioned early on in the history of this proposal, but I couldn't find follow up.

With the additional traffic the Logos development is already causing, added to the seasonal baseball and soccer attendees use of Mountain View, the proposed Harvest Homes expansion's impact on traffic and quality of life is truly hard to sanction.

I have hiked through that area of the hills and often needed to turn back because of soggy ground. If it by chance on the flood plain?

I would urge you strongly to reconsider this proposal and postpone the final decision without more consideration for and input from Moscow residents and school populations who will be affected.

Sincerely,
Kathy Warren
2469 E. F Str.

--
Kathy Warren
Phone: 509-432-4912
kathleenkw1@gmail.com

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PLANNED UNIT DEVELOPMENT (PUD) OF A TWO POINT ONE SIX (2.16) ACRE AREA OF LAND LOCATED AT 1606 EAST THIRD STREET, KNOWN AS THE HARVEST HILLS PUD WITHIN THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on April 8, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on April 28, 2021; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is currently a vacant lot identified as Lot 1, Block 1 of the Harvest Hills 1st Addition. The subject property was platted in 2016 as a 2.16-acre parcel in the Harvest Hills 1st Addition.
3. The property is adjacent to single family residential developments (Damen's Addition, Skyview Estates Addition, Moser Estates Addition) to the north and the Rolling Hills Additions to the south. The remainder of the lots within the Harvest Hills 1st Addition to the south and east are currently developed as twinhome lots.
4. The subject property has already been pre-graded as part of the grading of Harvest Hills 1st Addition. The property averages around a 6% slope, with the exception of the area along the north property lines which contains a relatively steep slope down to the stormwater detention pond and Paradise Creek.
5. The subject property is currently designated as Suburban Commercial (SC). SC designated areas are,

"intended to provide local and neighborhood commercial services in a manner that is compatible within a residential neighborhood environment. Lands appropriate for this designation include areas in close proximity to higher-density residential development and intersections of designated collector or arterial streets near residential development. Developments within these designated areas should include additional building scale and

design standards (e.g., roof shape and materials, building height, setbacks, lighting, signage, etc., coupled with increased buffer yard requirements would better ensure compatibility). Developments within Suburban Commercial designated areas should limit the floor area ratios and require greater landscaping. Suburban Commercial designated areas are most appropriately zoned Neighborhood Business (NB). ”

6. All of the surrounding subdivisions are designated as Auto-Urban Residential, except for the park pathway property to the west which is designated as Parks and Open Space.
7. The Comprehensive Plan designates Mountain View Road as a minor arterial and Third Street as a collector. All other surrounding streets are designated as local neighborhood streets.
8. The subject property is currently designated as the Neighborhood Business (NB) Zoning District. The properties directly adjacent to the south and east are designated as Medium Density Residential (R-3). All other surrounding properties are within the Moderate Density Residential (R-2) Zoning District.
9. The NB Zoning District is appropriately applied in the following circumstances:
 1. Where local commercial facilities will serve the everyday needs of a limited neighborhood area;
 2. Where activity levels associated with small scale office development can be accommodated or tolerated by surrounding land uses and existing public services;
 3. Where a neighborhood core is identified which is easily accessible by pedestrian or vehicular circulation; and
 4. Where such commercial development will result in minimal interference with residential uses in the vicinity of the NB Zoning District.
10. Uses permitted within the NB Zone include residential uses above or behind a commercial use on the property, community and market gardens, fitness centers, veterinary services, professional offices, restaurants, coffee and espresso stands, child care facilities, community/neighborhood centers, health care services, museums and art galleries, religious facilities, retail and personal services, off-street parking areas, and bed and breakfast inns.
11. The applicant is concurrently proposing to subdivide the existing 2.16-acre parcel to create ten (10) twinhome parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size.
12. The applicant is proposing to construct 10 twinhome dwellings, 4 townhouse dwellings, and create a 17,905 square foot parcel on the northeast corner of Mountain View Road and Sixth Street.
13. The primary reason for the PUD request is to allow a private street which serves the proposed lots. The private street is proposed to be a 20-foot paved width with curb and a 4-foot sidewalk on one side of the street. Contained within the center of the private drive is an open space island that contains 9 angled common parking spaces.
14. The proposed twinhome lots range from 2,643 to 6,602 square feet in size and the buildings are the same design as the twinhomes that have been constructed on the south side of Third Street in Harvest Hills 1st Addition. The buildings are two stories in height, have covered front porches, recessed garages, and rear patios. The exterior building materials include Hardi Board siding, glulam posts and beams, and a 6:12 roof pitch with asphalt shingles. A larger single car garage, living room, dining room, kitchen, and bathroom are on the first floor. The second floor contains

four bedrooms, two bathrooms, and a laundry room. The total square footage of the floor plans are approximately 2,100 square feet.

15. The applicant is requesting a slight reduction in the exterior side yard setbacks because of the pie shape of the lots as they surround the looped private street. The required twinhome exterior side setback is 8 feet and the applicant is requesting a 7 foot setback. The front setbacks adjacent to the private street range between 8 to 25 feet, depending on the location of the lot. The setback to all garage doors will all be at least 20 feet to allow the parking of a single vehicle in the driveway. The rear setbacks are all proposed to meet the 20-foot setback requirement, but the street side setback along Third Street is proposed to be reduced from 10 feet to 5 feet.
16. The proposed townhouse lots range from 2,592 to 3,852 square feet in size and the buildings are of a similar design to the twinhomes constructed on the south side of Third Street in the Harvest Hills 1st Addition. The exterior building materials and floor plans are similar to the proposed twinhome design. The applicant is requesting a reduction in the exterior side yard setback for the townhouse on Lot 2, adjacent to the Neighborhood Business parcel. The townhouse exterior setbacks are required to be 8 feet and the applicant is requesting 3 feet on Lot 2. The other exterior side setback on Lot 5 meets the required setback.
17. The proposed 17,905 square foot Neighborhood Business (NB) lot is intended to be a vacant lot that would be developed in the future. Any use currently allowed in the NB Zone would be permitted, but per the PUD code, the property must incorporate at least one commercial use located along the primary street frontage. Any development would need to meet all of the typical requirements of the NB Zone.
18. A 10-foot-wide Type A landscape buffer is typically required along the exterior property lines of NB Zoned property when adjacent to property zoned R-2 or R-3. Since the proposed use of the twinhomes and townhouses is residential and similar to the surrounding land uses, the Commission recommends that the Type A buffer not be required except for the 17,905 square foot parcel which will be developed with a commercial component.
19. Water service is proposed to be extended via an existing water main that is located Third Street. A new water main will be looped around the private street in order to serve all of the proposed lots.
20. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 14 lots could be reasonably anticipated to use approximately 1.31 million gallons of water per year ($14 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 1.31 \text{ M gallons/year}$).
21. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Engineering has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.
22. Sanitary sewer currently exists within Third Street, as well as Mountain View Road. A new main will be constructed within the center of the private street and extended through a 10-foot-wide sewer easement between Lots 5 and 6 to the existing main in Mountain View Road.
23. The Engineering Department has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.
24. Storm Sewer will be conveyed through a new main in the private street that ultimately is conveyed to the stormwater detention ponds within Harvest Hills 1st Addition. There is a proposed swale shown on the east side of the park property along Mountain View Road.

Engineering is recommending that the applicant relocate the stormwater facility outside of the park property.

25. The subject property is located adjacent to Third Street to the west which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street. A portion of the north side of Third Street within Harvest Hills 1st Addition is widened to provide nine (9) on-street parking spaces per a City Council condition for the Harvest Hills 1st Addition plat. Third Street has also been widened near the intersection of Third Street and Mountain View Road to accommodate a left turn lane.
26. The proposed private street which loops through the development is proposed to be a 20-foot paved width with curb and a 4-foot sidewalk on one side of the street. This proposed street meets the City's standard for private streets and there will be no on-street parking, but the applicant has provided 9 angled parking spaces within the center open space island.
27. The applicant has previously dedicated two parkland tracts within Harvest Hills 1st Addition which has satisfied the parkland dedication requirement for the subject property. Since the zoning designation is remaining the same, there is no change in the parkland dedication requirement.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed PUD is consistent with the Comprehensive Plan.** The proposed PUD is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The Suburban Commercial (SC) designation is intended to provide local and neighborhood commercial services in a manner that is compatible within a residential neighborhood environment. Lands appropriate for this designation include areas in close proximity to higher-density residential development and intersections of designated collector or arterial streets near residential development, which describes the subject property. The proposed PUD also furthers a goal of the Comprehensive Plan to provide a mix of housing that meets the economic and lifestyle needs of the diverse population of Moscow. Therefore, the Commission finds that the proposed PUD is consistent with the Comprehensive Plan.
2. **The proposed PUD is consistent with the intents and purposes of this Chapter.** The proposed PUD meets the intent of the PUD chapter to permit and encourage innovative, economical, and attractive development; which includes land uses which harmonize with natural features and constraints; which promotes efficient, innovative, economical, attractive, and environmentally sensitive development; and which efficiently phases and locates public and private services and facilities. The proposed PUD is an efficient development which utilizes a private street to access all portions of the oddly-shaped property. The proposed PUD creates ten townhomes and four townhouses while leaving a 17,905 sf Neighborhood Business Parcel. Since the purpose of the Neighborhood Business (NB) Zoning District is to provide commercial services which serve adjacent residential neighborhoods, any PUD proposed within the NB Zone shall incorporate at least one (1) commercial use located along the primary street frontage. The 17,905 sf parcel reserves the opportunity to meet the intent of the NB Zone and the PUD code.

3. **The proposed PUD is compatible with the character and uses in the surrounding area.** The PUD is consistent with the surrounding area which is primarily a mixture of residential developments. The proposed PUD provides for development of the subject property at a similar density as already exists within Harvest Hills 1st Addition.
4. **Public services and utilities are available or can be made available and are adequate to accommodate the proposed PUD.** Public Works has indicated that water, sanitary sewer, and storm sewer systems are readily available in the area and can accommodate the proposed PUD. The subject property has been determined to be developable in the 2012 Comprehensive Water System Plan and the 2011 Comprehensive Sewer System Plan.
5. **The proposed PUD will not endanger the public health or safety.** There is no evidence that the proposed PUD would have an impact on the public health and safety. The proposed PUD will help serve the need of providing a more affordable housing option of single-family homes on smaller lots.
6. **The residential densities, proposed land uses, and design proposed within the PUD promote the innovative, efficient, economic and attractive development of the subject property.** The proposed ten townhomes and four townhouses on smaller lots provides an efficient and economical home ownership opportunity which is currently limited in the City. The proposed townhouses and townhomes have a design which is attractive and will provide a quality product on smaller lots which are served by a private street.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the Planned Unit Development (PUD) request for the 2.16-acre parcel located at 1606 E Third Street with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this

12th day of May, 2021.



Robb Parish, Chair
Planning and Zoning Commission

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWO POINT ONE SIX (2.16) ACRE AREA OF LAND LOCATED AT 1606 EAST THIRD STREET, KNOWN AS THE REPLAT OF LOT 1, BLOCK 1 OF HARVEST HILLS 1ST ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on April 8, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on April 28, 2021; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is currently a vacant lot identified as Lot 1, Block 1 of the Harvest Hills 1st Addition. The subject property was platted in 2016 as a 2.16-acre parcel in the Harvest Hills 1st Addition.
3. The property is adjacent to single family residential developments (Damen's Addition, Skyview Estates Addition, Moser Estates Addition) to the north and the Rolling Hills Additions to the south. The remainder of the lots within the Harvest Hills 1st Addition to the south and east are currently developed as twinhome lots.
4. The subject property has already been pre-graded as part of the grading of Harvest Hills 1st Addition. The property averages around a 6% slope, with the exception of the area along the north property lines which contains a relatively steep slope down to the stormwater detention pond and Paradise Creek.
5. The subject property is currently designated as Suburban Commercial (SC). SC designated areas are,

"intended to provide local and neighborhood commercial services in a manner that is compatible within a residential neighborhood environment. Lands appropriate for this designation include areas in close proximity to higher-density residential development and intersections of designated collector or arterial streets near residential development. Developments within these designated areas should include additional building scale and

design standards (e.g., roof shape and materials, building height, setbacks, lighting, signage, etc., coupled with increased buffer yard requirements would better ensure compatibility). Developments within Suburban Commercial designated areas should limit the floor area ratios and require greater landscaping. Suburban Commercial designated areas are most appropriately zoned Neighborhood Business (NB)."

6. All of the surrounding subdivisions are designated as Auto-Urban Residential, except for the park pathway property to the west which is designated as Parks and Open Space.
7. The Comprehensive Plan designates Mountain View Road as a minor arterial and Third Street as a collector. All other surrounding streets are designated as local neighborhood streets.
8. The subject property is currently designated as the Neighborhood Business (NB) Zoning District. The properties directly adjacent to the south and east are designated as Medium Density Residential (R-3). All other surrounding properties are within the Moderate Density Residential (R-2) Zoning District.
9. The NB Zoning District is appropriately applied in the following circumstances:
 1. Where local commercial facilities will serve the everyday needs of a limited neighborhood area;
 2. Where activity levels associated with small scale office development can be accommodated or tolerated by surrounding land uses and existing public services;
 3. Where a neighborhood core is identified which is easily accessible by pedestrian or vehicular circulation; and
 4. Where such commercial development will result in minimal interference with residential uses in the vicinity of the NB Zoning District.
10. Uses permitted within the NB Zone include residential uses above or behind a commercial use on the property, community and market gardens, fitness centers, veterinary services, professional offices, restaurants, coffee and espresso stands, child care facilities, community/neighborhood centers, health care services, museums and art galleries, religious facilities, retail and personal services, off-street parking areas, and bed and breakfast inns.
11. The applicant is proposing to subdivide the existing 2.16-acre parcel to create ten (10) twinhome parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size.
12. All of the proposed lots meet the minimum lot size of 5,000 sf for standard lots, 2,250 sf for twinhome lots, and 1,800 sf for townhouse lots within the NB Zoning District. Additionally, all of the proposed lots meet the minimum lot width of 50 ft for standard lots, 25 feet for twinhome lots, and 18 feet for townhouse lots.
13. Water service is proposed to be extended via an existing water main that is located Third Street. A new water main will be looped around the private street in order to serve all of the proposed lots.
14. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 14 lots could be reasonably anticipated to use approximately 1.31 million gallons of water per year ($14 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 1.31 \text{ M gallons/year}$).
15. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Engineering has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.

16. Sanitary sewer currently exists within Third Street, as well as Mountain View Road. A new main will be constructed within the center of the private street and extended through a 10-foot-wide sewer easement between Lots 5 and 6 to the existing main in Mountain View Road.
17. The Engineering Department has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.
18. Storm Sewer will be conveyed through a new main in the private street that ultimately is conveyed to the stormwater detention ponds within Harvest Hills 1st Addition. There is a proposed swale shown on the east side of the park property along Mountain View Road. Engineering is recommending that the applicant relocate the stormwater facility outside of the park property.
19. The subject property is located adjacent to Third Street to the south which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street. A portion of the north side of Third Street within Harvest Hills 1st Addition is widened to provide nine (9) on-street parking spaces per a City Council condition for the Harvest Hills 1st Addition plat. Third Street has also been widened near the intersection of Third Street and Mountain View Road to accommodate a left turn lane.
20. The proposed private street which loops through the development is proposed to be a 20-foot paved width with curb and a 4-foot sidewalk on one side of the street. This proposed street meets the City's standard for private streets and there will be no on-street parking, but the applicant has provided 9 angled parking spaces within the center open space island.
21. The applicant has previously dedicated two parkland tracts within Harvest Hills 1st Addition which has satisfied the parkland dedication requirement for the subject property. Since the zoning designation is remaining the same, there is no change in the parkland dedication requirement.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

- 1. The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Neighborhood Business (NB) Zoning District, including lot area, dimensions and other relevant provisions. The applicant is concurrently proposing a Planned Unit Development (PUD) to allow the private street access, a reduction in certain setback requirements, and the elimination of the Type A landscape buffer for the proposed residential portion of the project. The proposed preliminary plat is also in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.
- 2. The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the underlying Comprehensive Plan land use designation of Suburban Commercial, and provides for the logical and orderly development and extension of the City's street system. The proposed project is in close proximity to higher-density

residential development and is at the intersection of Third Street which is designated as a collector and Mountain View Road which is designated as a minor arterial.

3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Third Street which is designated as a collector street. Water and Sewer connections are currently extended to the subject property and the Engineering Department has determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.
4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of a private street which affords sufficient emergency services access and the project will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the 2.16-acre parcel located at 1606 E Third Street with the following two conditions:

1. The stormwater runoff control facility design shall be evaluated to verify that there will be zero net increase in the rate of stormwater runoff from the development as a result of design changes.
2. The proposed stormwater swale running north to south along the east side of the parkland parcel shall be relocated so that it will not be on property previously dedicated as parkland for the development.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this

12th day of May, 2021.



Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION



Robb Parish
Commission Chair
P&Z@ci.moscow.id.us

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

<https://www.ci.moscow.id.us/457/Planning-Zoning-Commission>

Wednesday
April 28, 2021

7:00 PM

Council Chambers
206 E Third Street

The meeting was called to order at 6:59 PM

MEMBERS PRESENT: Robb Parish, Chair; Rich Beebe, Scott Gropp, Joel Hamilton (virtual), Michael Nelsen, Nels Reese, Victoria Seever, Dennis Wilson
OTHERS: Maureen Laflin (virtual)
STAFF: Jennifer Fleischman, Mike Ray

REGULAR AGENDA

1. Approval of April 14, 2021 Minutes (ACTION ITEM)

Wilson moved for approval of the minutes as presented, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three minutes.

None.

3. Public Hearing: Proposed Planned Unit Development (PUD) and Preliminary Plat of a 2.16-acre parcel located at 1606 E. Third Street within the City of Moscow – Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD: LUP2021-0007 & LUP2021-0013 (ACTION ITEM)

Proposed Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twin-home parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD.

Ray presented the proposal as described above, providing an abbreviated background of Harvest Hills proposals over the past decade and showing the floodplain and stormwater areas on a map. The preliminary replat and PUD were addressed separately, details and information for both provided at length. The PUD application requested a reduction of some of the side yard and front yard setbacks, as well as street side setbacks. Staff recommended that the typically required Type A Landscape Buffer between the Neighborhood Business parcel and adjacent properties not be required except for the proposed 17,905 sf Neighborhood Business parcel. Staff recommended approval of the applications with two conditions regarding stormwater management.

The townhouse parcel of Lot 2 would not have a landscape buffer between it and the Neighborhood Business parcel of Lot 1. The only landscape buffer would be along the western and southern boundary of Lot 1. The PUD process allows for some deviation from standard Neighborhood Business zoned lots, but Lot 1 is considered the front of the entire property which would keep it in compliance with rules regardless of PUD status.

Public Hearing opened at 7:24 PM

Scott Becker (applicant), Moscow, covered the background of the proposed replat and PUD decisions, citing the need to create a smaller private road to keep the properties large enough to comfortably house residences. The center of the private road island is intended to be landscaped.

Phil Rheingans (applicant), Moscow, justified the request to deviate from standard PUD setbacks, stating that there would still be ample room around each building for Fire Department access. There would be an additional landscape buffer next to Lot 2 to accommodate the lack of setbacks on that side, and the parking lot for Lot 1 would also be next to it for more room. The swale indicated on the plans was addressed.

Steve Kadlec, Moscow, was opposed to the PUD and replat, and asked about sustainability surrounding water table uses in future development. The City uses approximately half of its available water rights and the City Council would be the appropriate hearing body to address water sustainability.

Carole Hughes, Moscow, was opposed to the PUD and replat, and asked how the Palouse Basin Aquifer Committee (PBAC) makes decisions regarding current usage and planned future use of the reservoirs. Concern was expressed about using more water than the reservoir can support in the foreseeable future.

Patricia Taylor, Moscow, was opposed to the PUD and replat, and brought up the increase in activity of the proposed PUD and plat area, especially regarding the possibility of having a convenience store on the corner of Third and Mountain View.

Jeanne Elliott, Viola, was opposed to any development, and requested a survey of the Moscow Community before more growth was approved. EMSI and SEL's respective expansions in Moscow will require more employees, which will precipitate growth and result in a city more like Coeur d'Alene. There was concern expressed regarding PBAC's proposed plans for future water supply use.

Elise Augenstein, Moscow, was opposed to any development, and concerned about the flooding of Paradise Creek around Hillcrest, Mountain View, and Bridge Street. The impermeable areas of new developments would influence and increase flooding hazards, and the stream located outside of the proposed plat would also be affected by the proposed growth.

The Paradise Creek Flood Hazard Mitigation Study is currently ongoing and project status, reports, and outcomes will be available in the future. The impervious areas proposed in the plans would all be mitigated by stormwater detention ponds. The stormwater from the east side of the subject property is mostly runoff that currently comes from the Rolling Hills Additions, and would be addressed as outlined in the current proposal.

Kathy Warren, Moscow, was opposed to any development, and concerned about the water supply use in the City. Concern was expressed about street congestion in the proposed PUD and plat area, and it was requested that infrastructure be improved to provide better traffic safety and pedestrian pathways. The Fire Department has reviewed the proposed plans and approved the access and routes regarding the property.

Carole Hughes, Moscow, spoke again and expressed concern about the future development and corresponding congestion on Mountain View. Lack of notice regarding the proposed development was addressed as well as the proposed danger of traversing Jansen Street after completion.

There was a list provided in the agenda packet of the people who were contacted for the developers' Neighborhood Meeting and for the Public Hearing. Moscow City Code requires that notices are sent out to all property owners within 600-feet, which is double the State of Idaho requirements.

Jeanne Elliott, Viola, spoke again about some concerns regarding moving forward with developments during a pandemic when residents could possibly be hesitant to attending public meetings.

Patricia Taylor, Moscow, spoke again and repeated the concerns about school-age children possibly frequenting a store on the Neighborhood Business parcel. A convenience store is not in the proposed plans for the PUD and replat. The whole property is currently designated as Neighborhood Business.

Carole Hughes, Moscow, spoke again and was concerned about Block 1, Lot 1 being zoned Neighborhood Business.

Parish submitted fourteen (14) emailed citizen comments to the public record.

Public Hearing closed at 8:04 PM

The original rezone and preliminary plat that was proposed was recommended for denial by the Planning & Zoning Commission, but was approved by the City Council in 2016. Traffic would be addressed if it became an issue, but the main roads would all have bike lanes, sidewalks, and would be designed to handle the proposed increased traffic in the area. A roundabout is planned to be constructed at the intersection of Mountain View and Sixth Street, as soon as the summer of 2021.

The Commissioners spoke to the request of declaring a moratorium on allowing more people into Moscow, especially regarding the realm of control of the Planning & Zoning Commission. There was talk about the upcoming projects that have been in the works for years and would fill in the empty parcels of the City. It was pointed out that the proposed project is currently zoned Neighborhood Business, and could accommodate a larger commercial business if the proposed PUD is not approved. There followed discussion about providing more affordable housing options as well as pursuing denser community instead of sprawling developments.

Wilson moved to recommend approval of the replat and PUD with the two conditions as recommended by Staff, seconded by Reese. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

Nelsen moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Seever. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

4. Public Hearing: Proposed Preliminary Plat of a 17.2-acre area generally located east of the intersection of Third Street and Mountain View Road within the City of Moscow - Harvest Hills 2nd Addition: LUP2021-0008 (ACTION ITEM)

Proposed Preliminary Plat of a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition.

Ray presented on the proposed preliminary plat as described above, and went over the background of the land since 2005, which included several MOU's between the developer of Windfall Hills/Harvest Hills and the City. Staff recommends approval of the proposed application with no conditions.

Public Hearing opened at 8:40 PM

Scott Becker (applicant), Moscow, spoke about the time and detail that was put into the proposed project. Phil Rheingans (applicant), Moscow, explained that the proposed lot sizes were designed to be similar to the surrounding neighborhoods, and that the parkland dedication would be larger than required by code.

Dennis Baird, Moscow, spoke neutrally with concern about losing the adjacent stream located north of the property. It was requested to keep the stream as a swale along the valley to potentially sustain the current wildlife utilizing it.

Lynn Baird, Moscow, spoke neutrally about the parkland dedicated areas being located close to each other, as opposed to being separated with more distance or combined into one larger park.

Jeanne Elliott, Viola, was opposed to developmental growth in Moscow and recommended a study on the growth in Moscow. She seconded the sentiment about preserving the wildlife on the subject property that was proposed by the previous commenters. There was also concern about the current water supply and the City potentially adding chemicals to water sources.

Dan Griebeling, Moscow, spoke neutrally and requested a walking path instead of a street along the Jansen Extension.

Phil Rheingans (applicant), Moscow, spoke to the previous comments on the swale, but said it would not be feasible to leave it there because of the need to grade.

Public Hearing closed at 8:54 PM

There was some more discussion about having the Engineering Division look at the possibility of a swale on the subject property. It was proposed to have an evaluation from Engineering as a condition of approval. The conversation continued about how that might complicate the relationship between the private ownership of the property and a City owned, or maintained, swale. There followed some conversation about the island in Amber Court and it being attached to Moser Park.

Gropp moved for to recommend approval of the Preliminary Plat with no conditions as recommended by Staff, seconded by Hamilton. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

Nelsen moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

5. Proposed Final Planned Unit Development (PUD) and Final Subdivision Plat for numerous parcels generally located north of the intersection of Sixth Street and Deakin Avenue within the City of Moscow – University Gateway on Sixth Addition: LUP2021-0014 & LUP2021-0015 (ACTION ITEM)

- 1. Proposed Planned Unit Development (PUD) of a 1.41-acre area to construct twenty-seven (27) townhouse dwellings and a 4-story multi-family building containing eighteen (18) dwelling units with enclosed parking on the ground floor.*
- 2. Proposed Preliminary Subdivision Plat of a 2.49-acre area to create twenty-seven (27) townhouse parcels ranging from 696 to 829 square feet in size; one (1) Multi-Family Residential (R-4) parcel of 0.37 acres in size; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the University Gateway on Sixth Addition.*

Ray presented on the proposal as described above, giving an overview of the preliminary plat that was approved previously, with three conditions as part of the plat approval. There were some slight changes that occurred since the preliminary plat stage, that all had to do with the building design, but did not affect the overall plan that was previously approved. Staff recommended approval be forwarded to City Council with no conditions.

The Commission commented that the proposal appeared to be fairly similar to what was originally approved. It was brought up that the lots that would not be immediately developed would be grass.

Jim Stephens (applicant), Moscow, spoke about keeping the land uniform to Ghormley Park, which meant keeping it as grass, in order to keep the land seamless between the Park, University, and the proposed development.

Wilson moved to recommend approval of the final plat and final PUD with no conditions as recommended by Staff, seconded by Seever. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

REPORTS

1. Transportation Commission Meeting

The next Transportation Commission meeting is scheduled to occur on May 13th.

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

1. Next Planning & Zoning Commission regular meeting is scheduled for May 12, 2021.

The meeting adjourned at 9:14 PM



Robb Parish, Chair

CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

Public Hearing: Harvest Hills 2nd Addition Preliminary Plat (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicant, Phil Rheingans, is proposing to subdivide a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition. The Planning and Zoning Commission conducted a public hearing for this matter on April 28, 2021 and recommended approval of the proposed preliminary plat with no conditions.

STAFF RECOMMENDATION

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.

PROPOSED ACTIONS

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat; or approve the preliminary plat with conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Public Hearing Notice
3. PP Packet
4. 2009 MOU
5. Public Comments
6. P&Z PP RCS
7. P&Z minutes

CITY OF MOSCOW
COMMUNITY PLANNING AND DESIGN DEPARTMENT
STAFF REPORT

Hearing Date: May 17, 2021

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposed Preliminary Plat of a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition: LUP2021-0008

Attachments:

1. Notice of Public Hearing
2. Application for Preliminary Plat
3. Proposed Preliminary Plat
4. Neighborhood Meeting Materials
5. Memo from David Schott, Assistant Parks and Recreation Director, dated April 19, 2021

STAFF REVIEW

Proposal: The applicant, Phil Rheingans, is requesting a preliminary plat of a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size and located east of the current terminus of East Third Street, referred to as Harvest Hills 2nd Addition.

Site and Area Land Use: The subject property has historically been utilized for agricultural purposes and is currently vacant. The property is adjacent to single family residential developments (Damen's Addition, Skyview Estates Addition, Moser Estates Addition) to the north, the Rolling Hills Additions to the south, and the Harvest Hills 1st Addition directly to the west. Moser Park is directly adjacent to the east and is currently undeveloped.

Background: In 2005, the subject property was annexed into the City and rezoned from Agriculture/Forestry (AF) to the Moderate Density Single Family Residential (R-2) Zoning District. The Comprehensive Plan Land Use Designation at the time was Low Density Residential (LR). Also included in the land use actions in 2005 was a preliminary plat for the Windfall Hills Subdivision. The Windfall Hills Subdivision included 77 single family residential lots, averaging 9,700 sq. ft. at a density of approximately 4.5 units per net acre.

The Windfall Hills preliminary plat was approved by City Council on August 1st, 2005 subject to seven conditions. The developer then submitted a preliminary Planned Unit Development (PUD) to reduce the required front yard setbacks from 25 feet as required by the R-2 Zone to 10 feet. The PUD also included sample home elevations that specified a certain architectural style for the development. In exchange for the reduction in setback requirements, the developer proposed to provide additional landscaping and public amenities above those required by the code, as well as certain design elements of the proposed houses intended to improve the aesthetic appeal of the neighborhood and reduce the amount of site grading. On July 19th, 2006, the Planning and Zoning Commission approved the preliminary PUD for Windfall Hills with three conditions. On July 21st,

2008 the Windfall Hills final plat and development agreement came before the City Council and both were subsequently approved.

In 2008, the developer of Windfall Hills approached the City about a Verizon pedestal that needed to be moved as part of the proposed subdivision. At the time, the City was contemplating a road improvement project on the portion of Mountain View Road that includes the Windfall Hills Subdivision frontage. There was also a desire by the City to extend the section of Janson Street from the north subdivision plat boundary to its intersection with Damen Street since the development of the Janson Street Extension was not required of the previous subdivision plats to the north. The City and the developer reached an agreement whereas the City would contribute up to \$50,000 towards the relocation of the Verizon pedestals and be responsible for the underground utilities on the Janson Street Extension, if the developer paid for public improvements to Mountain View Rd including the bicycle and pedestrian path on the east side and paid for the above-ground improvements for the Janson Street Extension. This agreement was executed through a Memorandum of Understanding (MOU) which was approved by Council on April 21st, 2008. Subsequently in 2009 a revised MOU was entered into which replaced the 2008 MOU. Below is a detailed description of what was required within the 2008 MOU and the subsequent 2009 MOU.

The 2008 MOU was entered into on July 21st, 2008 and contained the following requirements of the developer:

1. That the developer deposit a security for all Mountain View Road bicycle and pedestrian path public improvements by July 27th, 2008; and
2. That the developer deposit a security for the above-ground improvements to extend Janson Street from the north subdivision boundary to Damen Street; and
3. Designating the timing of the aforementioned Janson Street extension to occur in Phase II of the development; and
4. That the developer dedicate a portion of property for street right-of-way for the widening of Mountain View Road and a 25 ft. wide pedestrian and bicycle path easement to the east of Mountain View Road; and
5. That the developer assumes the costs in excess of the City's \$50,000 contribution for moving a Verizon pedestal located on the east side of Mountain View Road.

The MOU also required that the City:

1. Assume full financial responsibility up to \$50,000 toward the cost of relocation of the Verizon pedestal; and
2. Assume full financial responsibility for or shall install all required below-ground public improvements for the Janson Street Extension prior to the developer installing all above-ground public improvements required for the Janson Street Extension.

For various reasons, portions of the July 21st, 2008 MOU were not completed and the City and the developer then entered into a June 8th, 2009 MOU which replaced the previous MOU. The 2009 MOU contained the following requirements of the developer:

1. That the developer assumes the total cost of the Janson Street Extension prior to receiving building permits on lots within Phase I of the development.
2. That the developer dedicate a portion of property for street right-of-way for the widening of Mountain View Road and a 25 ft. wide pedestrian and bicycle path easement to the east of Mountain View Road on or before June 3, 2009; and
3. That the developer shall grant a 35 ft. wide easement for street purposes on the east side of Mountain View Road for the widening of the road; and
4. That the developer shall file the final plat for Windfall Hills Subdivision by June 3rd, 2009.

The 2009 MOU required that the City:

1. Construct improvements on Mountain View Road including paving, curb and gutter, and a drainage system; and
2. The aforementioned improvements shall include the entire subdivision frontage as well as the Hoffman unplatted property to the south of the subdivision.

The City has since constructed the agreed-upon construction improvements on Mountain View Road and the developer only completed conditions #2 and #3 that were required above. The developer failed to record the final plat for the Windfall Hills Subdivision so consequently the Windfall Hills Subdivision final plat approval expired and the Janson Street Extension was never paid for or completed.

In 2013, a preliminary subdivision plat on the subject property was approved for Harvest Hills Addition that was very similar to the original Windfall Hills proposal. There were five conditions placed upon the approval which included the requirement that the applicant construct Janson Street and that a portion of Third Street be widened to accommodate on-street parking on one side of the street. After the preliminary plat approval the applicant indicated that the approved project was not financially feasible and never proceeded with the final plat stage of the subdivision plat process.

Then in 2015, the applicant submitted a new Harvest Hills subdivision plat for only 7.45 acres of the entire 24.7-acre property. The applicant proposed to rezone the majority of the property to Medium Density Single Family Residential (R-3) and plat twinhomes lots and also create a 2.2-acre Neighborhood Business (NB) lot at the intersection of Mountain View Road and Third Street. On February 1, 2016, City Council approved the proposed rezone request and then on April 18, 2016 the Council approved the preliminary subdivision plat for Harvest Hills 1st Addition with three conditions. Since the proposed subdivision plat boundary did not extend to the Janson Street intersection, the Council approved a new MOU and Development Agreement that allowed the deferral of the construction of Janson Street to future plats to the east.



Vicinity Map

The subject property contains areas of moderate to steeply sloping topography as the land slopes down from the southeast portion of the property in a northwesterly direction with slopes up to 20%.



Topography Maps

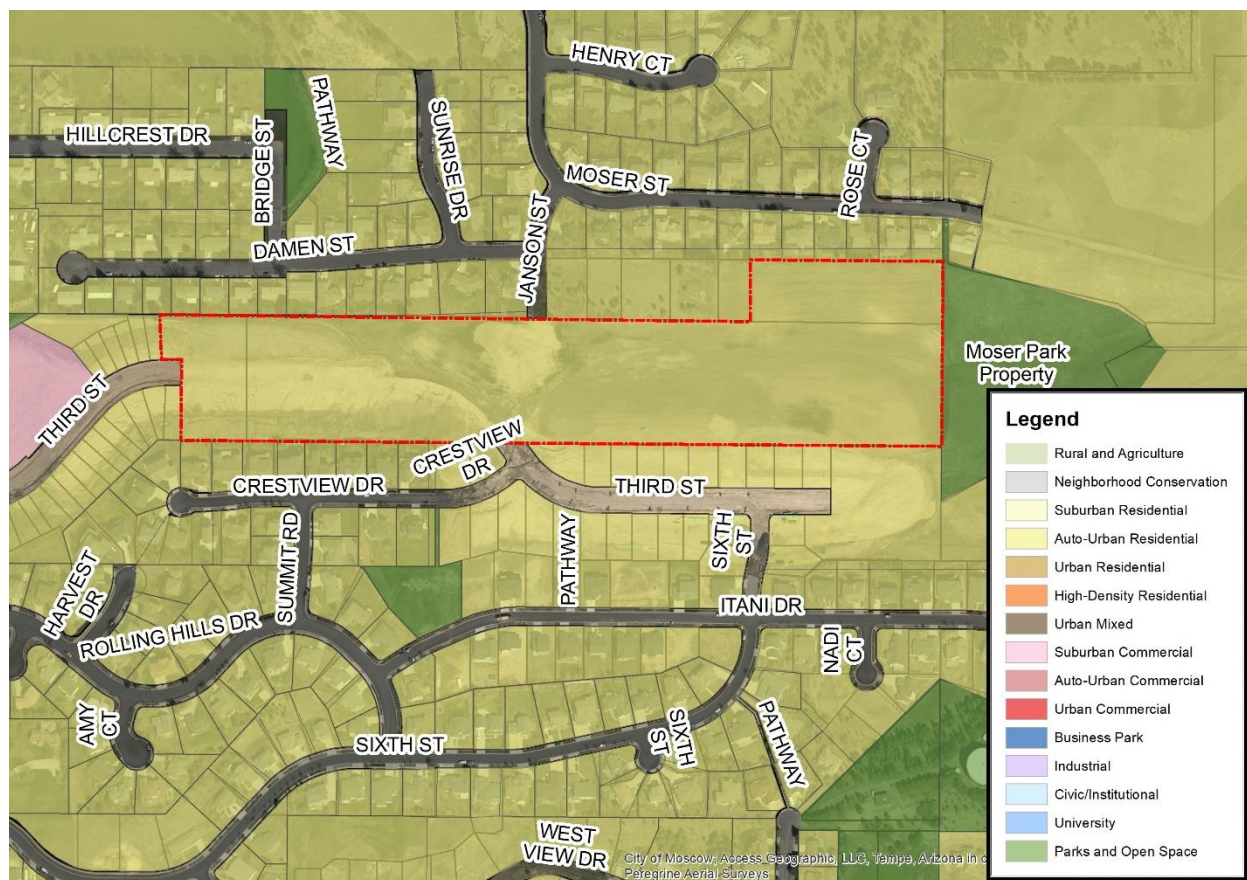
Comprehensive Plan Land Use Designation:

The subject property is currently designated by the 2019 Comprehensive Plan as Auto-Urban Residential (AU-R). According to the Comprehensive Plan, AU-R designated areas are,

“designated areas contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

All of the surrounding subdivisions are also designated as Auto-Urban Residential, with the exception of the 2.16-acre Neighborhood Business parcel in Harvest Hills 1st Addition which is designated as Suburban Commercial. All parks and open space within the area including the Moser Park property located directly to the east of the subject property are designated as Parks and Open Space.

The Comprehensive Plan designates Mountain View Road as a minor arterial and the proposed extension of Third Street as a collector. All other surrounding streets are designated as local neighborhood streets.



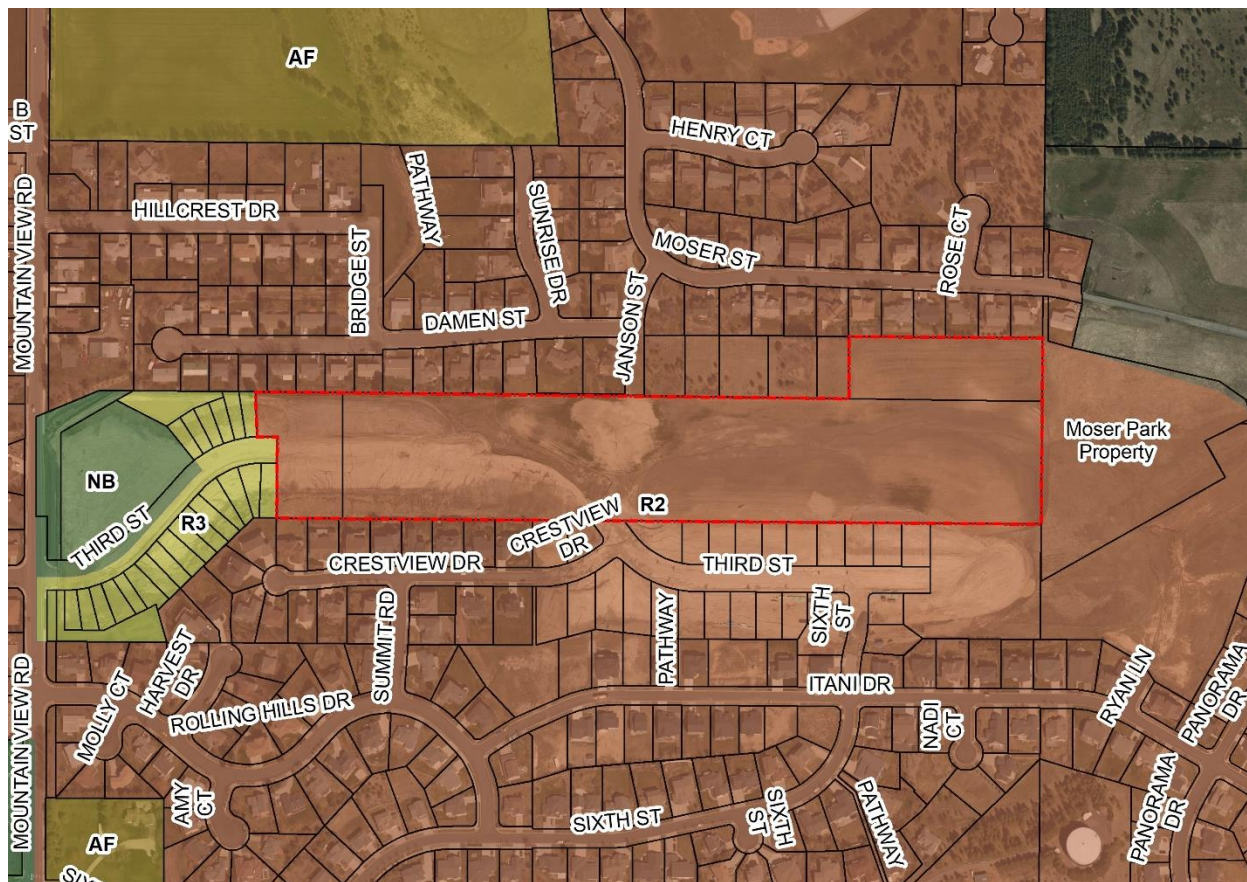
Current Comprehensive Plan Land Use Designations

Zoning: The subject property is currently designated as the Moderate Density Residential (R-2) Zoning District. The properties to the north, east, and south of the subject property are also zoned R-2. Harvest Hills 1st Addition to the west is zoned a combination of the Neighborhood Business (NB) and Medium Density Residential (R-3) Zones.

The R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:

1. Single family dwellings predominate.
2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
3. Utilities and other public facilities are adequate for the densities allowed.
4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.

Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities.



Current Zoning

Preliminary Plat: The applicant is proposing to subdivide the existing 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size. All of the proposed lots meet the minimum lot size of 7,000 sf and minimum lot width of 60 feet for the R-2 Zoning District.

Water and Sewer: Water service is proposed to be extended via existing water mains that have been extended to the current terminus of Third Street at the far east end of Harvest Hills 1st Addition. A new water main will be extended off of the existing and will extend along the Third Street alignment to the eastern subdivision boundary.

It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 56 lots could be reasonably anticipated to use approximately 5.24 million gallons of water per year (56 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 5.24 M gallons/year).

Sanitary sewer currently exists within the Third Street alignment on the subject property and is currently connected to Rolling Hills 8th Addition. This 8" sanitary sewer main was installed a few years ago as part of an agreement between the previous Windfall Hills developer and the developer of the Rolling Hills Additions. Sanitary sewer mains will be extended through Janson Street and Amber Court to the eastern subdivision boundary.

Storm Sewer will be conveyed through the subdivision through a new main in Third Street that connects with the main in Harvest Hills 1st Addition and the storm main extending from Rolling Hills 8th Addition. The stormwater will ultimately be conveyed to stormwater detention ponds in Harvest Hills 1st Addition. The stormwater detention ponds then drain to Paradise Creek.

Access, Streets, Traffic: The subject property is located adjacent to Third Street to the west which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street. A portion of the north side of Third Street within Harvest Hills 1st Addition is widened to provide nine (9) on-street parking spaces per a City Council condition for the Harvest Hills 1st Addition plat.

The proposed preliminary plat includes the continuation of Third Street to the east. Third Street through the subject property is also considered a collector street and will be developed to the same standard as Harvest Hills 1st Addition, with bike lanes and no on-street parking permitted.

There are two pedestrian pathway connections provided on the preliminary plat. At the far east end of the development there is a right-of-way dedication that provides a ten-foot-wide connection from Amber Court to Moser Park. Additionally, between Lots 8 and 9 of Block 4 there is a proposed ten-foot-wide pedestrian easement which allows for the connection of the pedestrian pathway which extends to the property from Third Street to the south.

Parkland Dedication: The subject property contains approximately 13.32 acres of net developable land. Since the entire property is within the R-2 Zoning District, the developer is required to dedicate 5%, which equates to 29,031 square feet. There is an excess balance of 11,265 square feet that was dedicated and banked as part of Harvest Hills 1st Addition, which results in a total parkland dedication requirement of 17,747 square feet. The developer has proposed a 19,083 square foot

island at the center of the cul-de-sac and a 10-foot-wide, 1,525 square foot tract that provides pedestrian access from Amber Court to Moser Park. The sum of the two proposed dedications meets the parkland dedication requirement of the proposed subdivision. David Schott, Assistant Parks and Recreation Director, has indicated within the attached April 19, 2021 memo that he is in support of the proposed dedication.

Input From Other Departments:

Parks and Recreation Department

The Parks and Recreation Department and Commission have provided parkland dedication requirements within an attached April 19, 2021 memo from David Schott, Assistant Parks and Recreation Director.

RELEVANT CRITERIA & STANDARDS:

1. The proposed subdivision is in conformance with all applicable City Code requirements.
2. The proposed subdivision is in general conformance with the Comprehensive Plan.
3. Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.
4. The proposed subdivision will not be detrimental to the public health, safety, or general welfare.

RECOMMENDATIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.

NOTICE OF PUBLIC HEARING

Proposal for a Planned Unit Development (PUD), Replat, and a Preliminary Subdivision Plat for property generally located east of the intersection of Third Street and Mountain View Road within the City of Moscow. Permit Applications LUP2021-0007 and LUP2021-0008

A public hearing at which you may be present and speak will be conducted by the Moscow City Council at which time the following proposals will be considered:

1. Proposed PUD and Replat of a 2.16-acre parcel (Area #1 below) to create ten (10) twinhome parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,505 to 4,159 square feet in size; and one (1) Neighborhood Business (NB) parcel of 18,812 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD.
2. Proposed Preliminary Plat of a 17.2-acre area (Area #2 below) to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition.

The City of Moscow Planning and Zoning Commission conducted a public hearing for this proposal on April 28, 2021 and recommended approval to City Council with two (2) conditions.

MEETING DATE: Monday, May 17, 2021

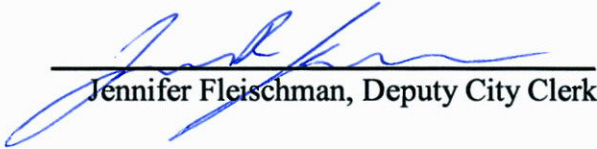
HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00 p.m.

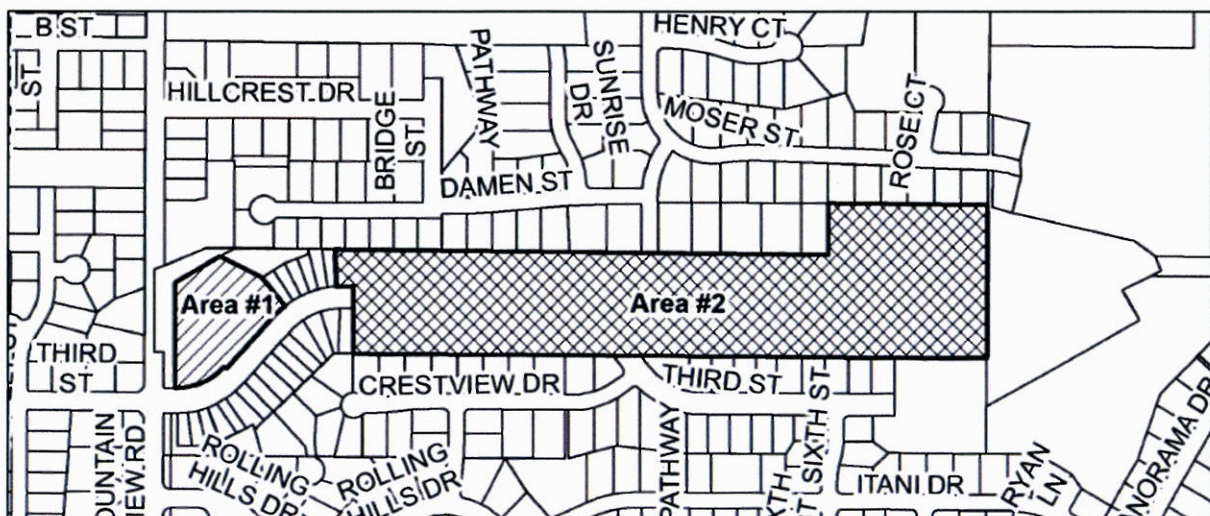
Note: Meeting start time is not necessarily indicative of the hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting. The file containing information on this matter is available for public review at the Community Planning & Design Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: <http://id-moscow.civicplus.com/593/Public-Hearing-Notices>

Laurie M. Hopkins, Moscow City Clerk


Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, May 1, 2021





**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph.: 208-883-7035
Fax: 208-883-7033
jfleischman@ci.moscow.id.us

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$895	
Receipt Number			

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

APPLICANT:

Name: Phil Rheingans Telephone: 619-520-8753
Complete Address: PO Box 8986 Mosocw, ID 83843
E-Mail: _____ Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: Scott Becker Telephone: 208-882-3520
Complete Address: 405 S Washington St. Moscow, ID 83843
E-Mail: scottbecker@moscow.com Fax: _____

Primary point of contact (select one): Applicant _____ Owner _____ Engineer/Surveyor X

PROPERTY:

- Proposed Subdivision Name: Harvest Hills- 2nd Addition
- Address(as) or Parcel Number(s): 3rd St and Mt.View
- Legal Description: *Please attach copy of full description.*
- Gross area of all land involved: 17.2 acres, and/or _____ sq. ft.
- Total Net Area of land area exclusive of proposed or existing public street and other public lands:
13.56 acres, and/or _____ square feet.
- Total number of lots: 56 Average lot size: 10,742 SQ FT
- Existing Zoning of subject property: R2

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

Oversizing of utilities will not be eligible for reimbursement from the City unless a written request is submitted to the City Engineer prior to approval of the project construction drawings and a written approval of such request is issued by the City Engineer.

PROJECT DESCRIPTION:

Please describe the concept of the proposed subdivision and approximate percentage (%) of each proposed new land use, i.e. 75% single family residential; 20% multi-family; 5% commercial. Also include any proposed park land and the acreage:

100 % Single Family Lots. Total proposed parkland is 20,753 ft in addition to the previously dedicated.

PRELIMINARY PLAT CHECKLIST:

- _____ 1. Subdivision name
- _____ 2. Location: Section, Township, Range
- _____ 3. Subdivider's name & address
- _____ 4. Engineer/surveyor name & address
- _____ 5. Date of subdivision
- _____ 6. Reference to adjoining subdivisions with names
- _____ 7. North arrow
- _____ 8. Scale, not less than 1 in. = 60 ft.
- _____ 9. Existing and proposed right-of-way or public tracts with widths and names
- _____ 10. Lot and block layout with numbering and dimensions
- _____ 11. Existing zoning designation, or proposed if a rezone is requested
- _____ 12. All existing and proposed easements of record stating width and purpose
- _____ 13. Location of any existing open spaces or permanent structures
- _____ 14. General layout of sewer and water utilities
- _____ 15. Proposed phasing, if any
- _____ 16. Acreage breakdown with gross and net (less right-of-way)
- _____ 17. Plan/profile of proposed street grades
- _____ 18. Existing Topography*
- _____ 18. Proposed finished grading plan*
- _____ 19. Location of any delineated wetlands and/or water bodies and, if applicable, the floodway and 100-year floodplain (BFE data must be included if the plat is ≥ 5 acres or ≥ 50 lots)
- _____ 20. Vicinity sketch

*5' max. contour interval, except for slopes $> 50\%$ may have 10' interval) Areas with existing slopes $\geq 20\%$ shall be shaded or clearly indicated on the plans.

SUBMITTAL:

A Subdivision application is made by submitting the following information to the Community Development Department:

- Completed application.
- Copy of neighborhood meeting invitation, mailing list, attendance list and minutes.
- Payment of application fees.
- One full-sized Preliminary Plat Map and one electronic copy.

I understand this information is a public record and may be posted to a public website.

Applicant's Signature

Date

3-17-21

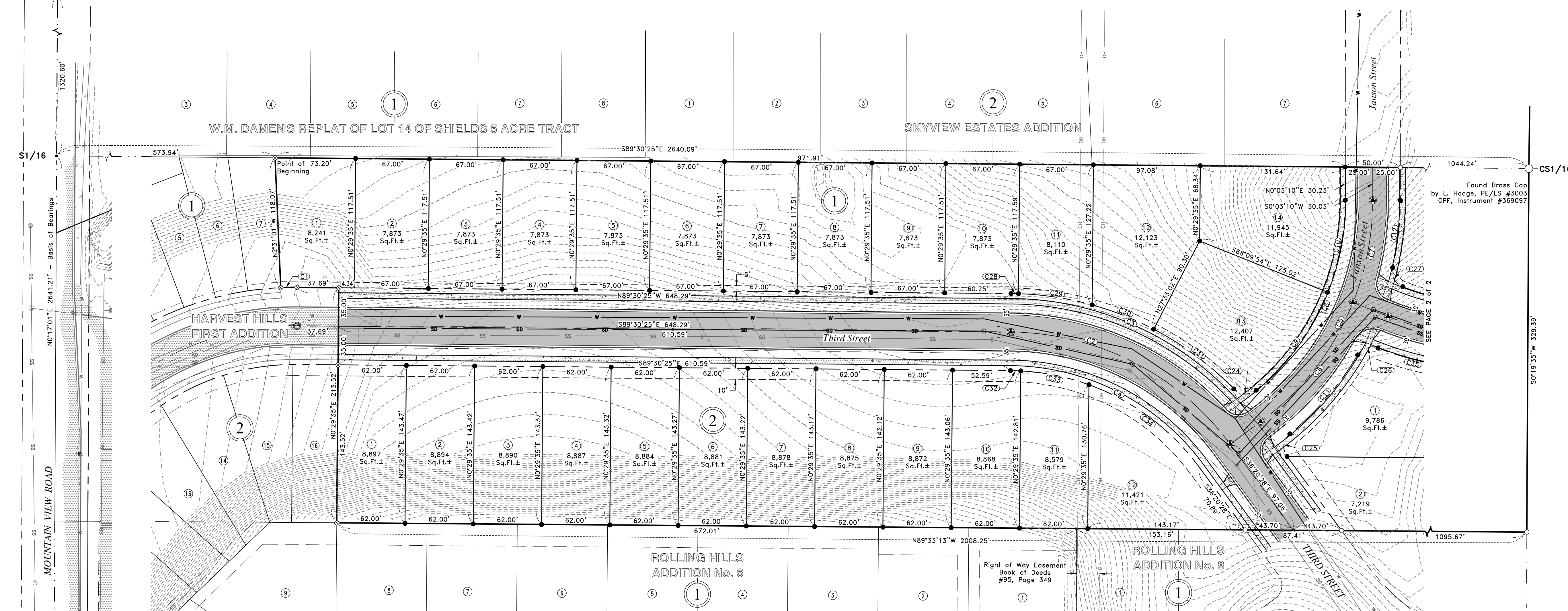
Property Owner's Signature (if different)

Date

3-17-21

Found Brass Cap
by W. Smith, PE/LS #2481
CPF, Instrument #285184

Section 9, T39N, R5W, BM



Legal Description

A parcel of land located in the Southwest Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, more particularly described as follows:

Commencing at the southwest corner of Section 9, thence along the westerly line of Section 9, N0°17'01"E, 1320.60 feet, to the northwest corner of the South Half of the Southwest Quarter of Section 9; thence along the north line of said South Half, S89°30'25"E, 573.94 feet to the northeast corner of Harvest Hills First Addition and the Point of Beginning;

Thence continuing along said north line the following three courses:

Thence S89°30'25"E, 971.91 feet to the west right-of-way line of Janson Street;
Thence S89°30'25"E, 50.00 feet to the east right-of-way line of Janson Street;
Thence S89°30'25"E, 538.16 feet;

Thence leaving said north line, N0°12'44"W, 157.00 feet to the southwest corner of Lot 5, Block 2 of Moser Estates Third Addition;
Thence along the south line of Moser Estates Third Addition, S89°32'04"E, 508.66 feet to the southeast corner of said Addition and the east line of the North Half of the Southwest Quarter of Section 9;

Thence along said east line, S0°43'42"W, 157.23 feet to the northeast corner of the South Half of the Southwest Quarter of Section 9;
Thence along the east line of the South Half of the Southwest Quarter of Section 9, S0°19'35"W, 329.39 feet;

Thence leaving said east line, N89°33'13"W, 291.71 feet to the northeast corner of Rolling Hills Addition No. 8;

Thence along the north line of Rolling Hills Addition No. 8 the following three courses:
Thence N89°33'13"W, 803.96 feet to the northeasterly right-of-way line of Third Street;
Thence N89°33'13"W, 87.41 feet to the southeasterly right-of-way line of Third Street;

Thence N89°33'13"W, 153.16 feet to the northeast corner of Rolling Hills Addition No. 6;
Thence along the north line of Rolling Hills Addition No. 6, N89°33'13"W, 672.01 feet to the southeast corner of Harvest Hills First Addition;

Thence along the easterly boundary of Harvest Hills First Addition the following five courses:
Thence N0°29'35"E, 143.52 feet to the south right-of-way line of Third Street;
Thence N0°29'35"E, 70.00 feet to the north right-of-way line of Third Street;
Thence continuing along said easterly boundary and along said north right-of-way line the following two courses:

Thence N89°30'25"W, 37.69 feet;
Thence 14.97 feet along a curve to the left, having a Delta = 3°00'35",
Radius = 285.00 feet, Chord = 14.97 feet and a Chord Bearing = S88°59'17"W;
Thence continuing along said easterly boundary and leaving said north right-of-way line N2°31'01"W, 118.07 feet to the Point of Beginning.

Parcel Contains 17.20 Acres±

Notes
1. Plat area is currently Zoned R2. Surrounding area in Harvest Hills First Addition is Zoned R-3, area in W.M. Damen's Replat of Lot 14 of Shields 5 Acre Tract, Skyview Estates Addition, Moser Estates Third Addition, Rolling Hills Additions No. 6 & No. 8 and unplatted surrounding areas are Zoned R-2.

2. Total plat area: 17.20 acres±
Plat R/W area: 3.41 acres±
Tracts A & B: 0.47 acres± (Parkland Dedication)
Net Lot Area: 13.32 acres±.

3. All the area within of Harvest Hills Second Addition is within designated Flood Zone "C": Areas of minimal flooding.

Flood Zone designation and definitions from Flood Insurance Rate Map (FIRM) Community-Panel Number 1600860240D, dated 4-15-2002. No delineated wetlands on site.

4. All Harvest Hills Second Addition Subdivision lots lying in the South Half of the Southwest Quarter are subject to the provisions of the right-of-way easements for overhead power to Washington Water Power as set forth in Instrument #128580, Book 95 of Deeds, Page 349, dated 4-15-1936 and Instrument #128796 Book 95 of Deeds Page 374, dated 4-28-1936.

Basis of Bearings
The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found southwest corner of Section 9 and the found northwest corner of the Southwest Quarter of Section 9, said bearing being N0°17'01"E.

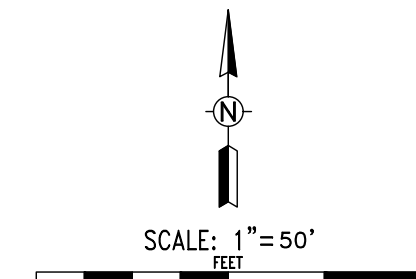
Curve Table

Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	14.97'	3°00'35"	285.00'	14.97'	S88°59'17"W
C3	225.96'	45°25'36"	285.00'	220.09'	N66°47'38"W
C4	199.50'	53°09'57"	215.00'	192.42'	S62°55'27"E
C5	233.89'	53°36'12"	250.00'	225.45'	S26°51'16"W
C7	95.04'	21°46'56"	250.00'	94.47'	N10°56'38"E
C8	196.65'	50°04'34"	225.00'	190.45'	S25°05'27"W
C9	111.11'	28°17'38"	225.00'	109.98'	N35°58'55"E
C10	85.54'	21°46'56"	225.00'	85.02'	N10°56'38"E
C11	95.05'	19°48'11"	275.00'	94.58'	N40°39'41"E
C12	61.69'	12°51'10"	275.00'	61.56'	N6°28'45"E
C24	22.46'	85°47'26"	15.00'	20.42'	N86°58'33"W
C25	22.75'	86°54'15"	15.00'	20.63'	N7°06'39"E
C26	21.11'	80°37'14"	15.00'	19.41'	N71°04'13"E
C27	21.40'	81°43'25"	15.00'	19.63'	N27°57'23"W
C28	6.75'	1°21'25"	285.00'	6.75'	N88°49'43"W
C29	67.85'	13°38'24"	285.00'	67.69'	N81°19'48"W
C30	60.11'	12°05'05"	285.00'	60.00'	N68°28'03"W
C31	91.25'	18°20'41"	285.00'	90.86'	N53°15'10"W
C32	9.41'	2°30'29"	215.00'	9.41'	N88°51'11"W
C33	63.38'	16°53'25"	215.00'	63.15'	N78°33'14"W
C34	126.71'	33°46'04"	215.00'	124.89'	N53°13'30"W

Legend

- Found Monument as Described
- Set 5/8" Rebar Stamped "Rim Rock PLS 17534"
- Set Centerline Monument Stamped "Rim Rock PLS 17534"
- Found 5/8" Rebar Stamped "Priest 6449"
- Found 5/8" Rebar Stamped "Hodge 3003" or as Described
- Found Centerline Monument Stamped "Priest 6449"
- Calculated Position
- Block Number
- Lot Number - Harvest Hills Second Addition
- Lot Number - Other Subdivision
- Proposed Man Hole
- Existing Man Hole
- Harvest Hills Second Addition Plat Boundary
- Proposed Lot Line
- Existing Lot Line
- Proposed Right of Way
- Existing Right of Way
- Proposed Easement
- Section Line
- Existing Public Easement to City of Moscow
- Proposed Water Line
- Proposed Sanitary Sewer Line
- Proposed Storm Drain Line
- Existing Water Line
- Existing Storm Drain Line
- Existing Sanitary Sewer Line
- Existing Overhead Power Line
- Existing 2' Contour Interval
- Asphalt Paving
- Concrete Paving

Found Brass Cap
by W. Smith, PE/LS #2481
CPF, Instrument #278778

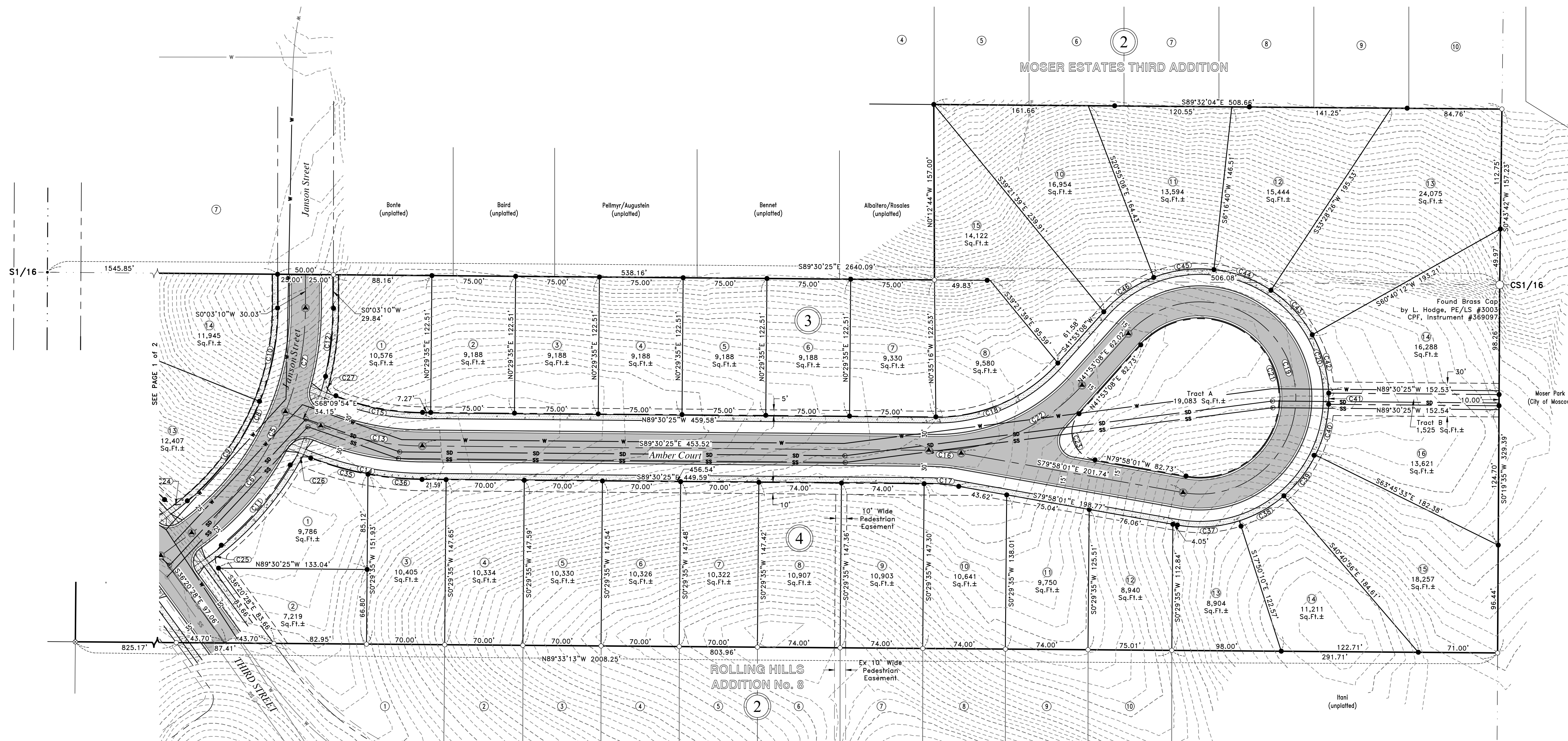


PRELIMINARY
NOT FOR
CONSTRUCTION

Harvest Hills Second Addition
to the City of Moscow, Latah County, Idaho - Preliminary Plat
Phil Rheingans, P.O.Box 8986 Moscow, Idaho 83843
March - 2021

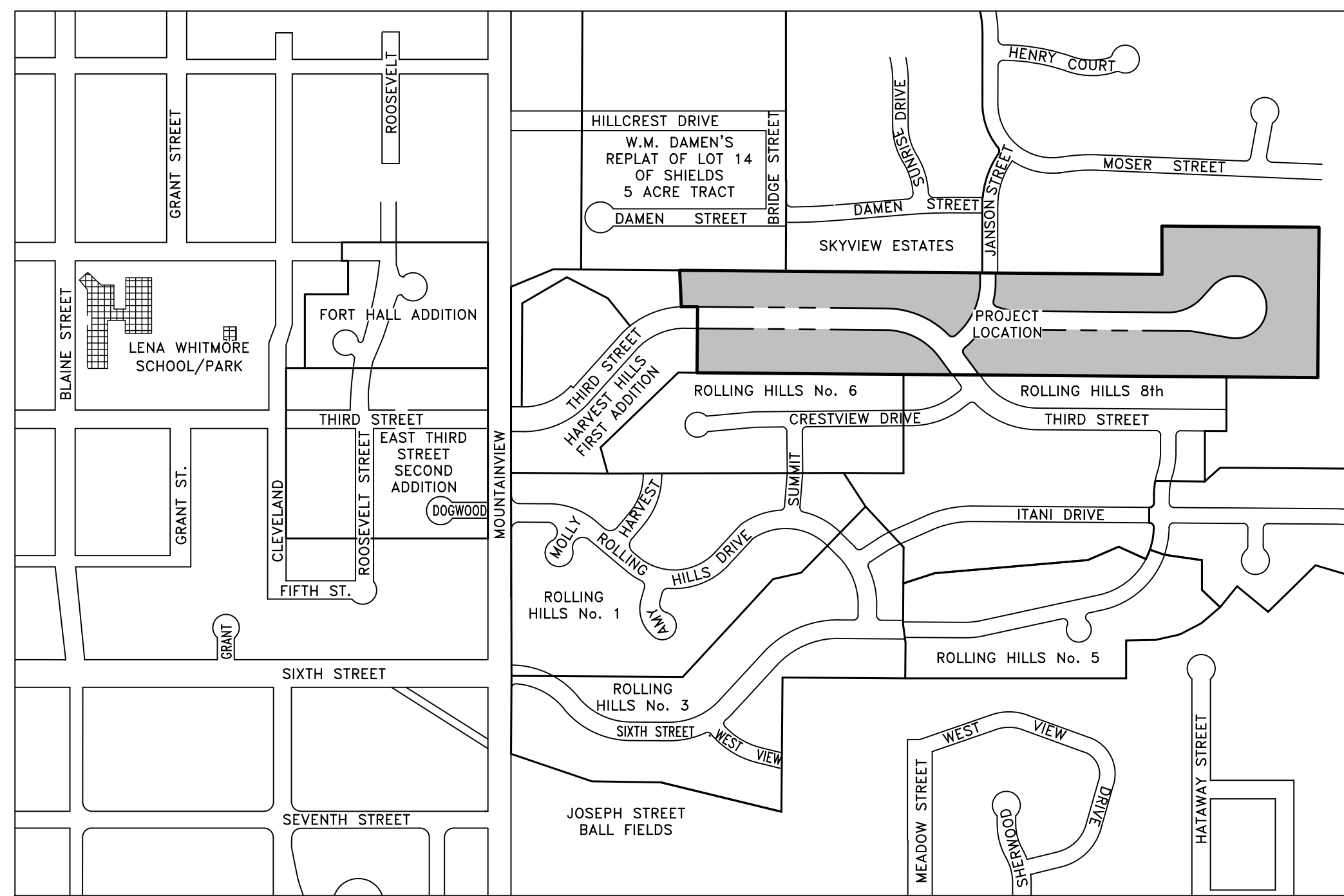
Drafted by: SW
Checked by: T??/MED
File Name: HH FIRST ADD PRELIM
Tab: P1
Layer Style: TOPO
Plot Style: Primary.ctb
Project: 3483-07-13
Date: 4/2/21

1 OF 2



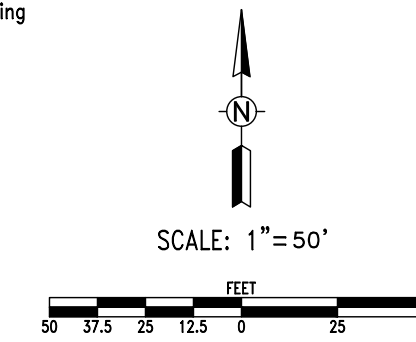
Curve Table				
Curve	Length	Delta	Radius	Chrd Brng
C5	233.89'	53°36'12"	250.00'	S26°51'16"W
C6	138.85'	31°49'16"	250.00'	N37°44'44"E
C7	95.04'	21°46'56"	250.00'	N10°56'38"E
C8	196.65'	50°04'34"	225.00'	S25°05'27"W
C9	111.11'	28°17'38"	225.00'	N35°58'55"E
C10	85.54'	21°46'56"	225.00'	N10°56'38"E
C11	95.05'	19°48'11"	275.00'	N40°39'41"E
C12	61.69'	12°51'10"	275.00'	N6°28'45"E
C13	93.12'	21°20'31"	250.00'	S78°50'10"E
C14	102.08'	20°53'15"	280.00'	S79°03'48"E
C15	79.44'	20°41'20"	220.00'	N79°09'45"W
C16	29.14'	9°32'24"	175.00'	S84°44'13"E
C17	24.14'	9°32'24"	145.00'	S84°44'13"E
C18	123.01'	48°36'27"	145.00'	N66°11'21"E
C19	357.46'	238°08'51"	86.00'	N19°02'28"W
C20	480.07'	238°08'51"	115.50'	N19°02'27"W
C21	295.11'	238°08'52"	71.00'	N19°02'27"W
C22	148.46'	48°36'27"	175.00'	N66°11'21"E

Curve Table				
Curve	Length	Delta	Radius	Chrd Brng
C23	53.17'	121°51'09"	25.00'	S19°02'27"E
C24	22.46'	85°47'26"	15.00'	N86°58'33"W
C25	22.75'	86°54'15"	15.00'	N7°06'39"E
C26	21.11'	80°37'14"	15.00'	N71°04'13"E
C27	21.40'	81°43'25"	15.00'	N27°57'23"W
C35	53.42'	10°55'49"	280.00'	S74°05'05"E
C36	48.66'	9°57'25"	280.00'	S84°31'43"E
C37	56.18'	27°52'09"	115.50'	N86°05'54"E
C38	46.05'	22°50'46"	115.50'	N60°44'27"E
C39	46.52'	23°04'37"	115.50'	N37°46'45"E
C40	47.20'	23°24'45"	115.50'	N14°32'04"E
C41	10.00'	4°57'44"	115.50'	N0°20'50"E
C42	54.82'	27°11'46"	115.50'	N15°43'55"W
C43	54.82'	27°11'46"	115.50'	N42°55'41"W
C44	54.82'	27°11'46"	115.50'	N70°07'27"W
C45	54.82'	27°11'46"	115.50'	S82°40'47"W
C46	54.82'	27°11'46"	115.50'	S55°29'01"W



Legend

- Found Monument as Described
- Set 5/8" Rebar Stamped "Rim Rock PLS 17534"
- Set Centerline Monument Stamped "Rim Rock PLS 17534"
- Found 5/8" Rebar Stamped "Priest 6449"
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- Proposed Lot Line
- Existing Lot Line
- Proposed Right of Way
- Existing Right of Way
- Proposed Easement
- Section Line
- Existing Public Easement to City of Moscow
- Proposed Water Line
- Proposed Sanitary Sewer Line
- Proposed Storm Drain Line
- Existing Water Line
- Existing Storm Drain Line
- Existing Sanitary Sewer Line
- Existing Overhead Power Line
- Existing 2' Contour Interval
- Asphalt Paving
- Concrete Paving



PRELIMINARY
NOT FOR
CONSTRUCTION

Harvest Hills Second Addition
to the City of Moscow, Latah County, Idaho - Preliminary Plat
Phil Rheingans, P.O.Box 8986 Moscow, Idaho 83843 March - 2021

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Project: 3483-07-13
Date: 4/2/21

Neighborhood Meeting

TO: Neighbors and Interested Community Members

RE: Harvest Hills PUD and Plat for 2nd Addition

WHEN: Friday, February 26, 2021 4:00 pm

WHERE: Latah County Fairgrounds, Main Building, 1021 Harold St, Moscow

WHAT: You are invited to a neighborhood meeting regarding a Planned Unit Development for the Harvest Hills neighborhood business zone and a plat for Harvest Hills 2nd addition. Project team members will be available for discussion with individual attendees after the presentation to answer questions and record comments. See Attached Map for proposed layout.

Due to concerns over the COVID-19 virus, I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through February 26, 2021. All questions and comments will be recorded and submitted to the City as part of the subdivision and rezone request submittal. You will also have an opportunity to comment on the project at a future public hearing for the project.



Sincerely,

Scott Becker
Project Manager
Hodge and Associates, Inc.

ADAMS, JUDY
128 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

ADMASSU, WUDNEH
254 SUNRISE DR
MOSCOW, ID 83843

ALESSA, LILIAN
1795 AMY CT
MOSCOW, ID 83843

ALEXANDER, BENJAMIN
1676 DAMEN ST
MOSCOW, ID 83843

ALLEN, MALLORY
1426 E FIFTH ST
MOSCOW, ID 83843

ANDERSON, ALISA JO
1941 CRESTVIEW DR
MOSCOW, ID 83843

ANDERSON, DWIGHT
433 HARVEST RD
MOSCOW, ID 83843

ANDERSON, KATHERINE
1505 E THIRD ST
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ANDERSON, KEITH
2312 ITANI DR
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ARMSTRONG, PATRICIA
1779 AMY CT
MOSCOW, ID 83843

AUGENSTEIN, ELISE
2229 MOSER ST
MOSCOW, ID 83843

BACON, ADAM
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BAIR, JERROLD
1513 B ST
MOSCOW, ID 83843

BAIRD, DENNIS
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BARBOUR REVOCABLE LIVING TRUST
2106 ITANI DR
MOSCOW, ID 83843

BARENDREGT, MORGAN
486 HARVEST DR
MOSCOW, ID 83843

BARHAM, ALEX
1811 AMY CT
MOSCOW, ID 83843

BARNARD, MARK
1950 CRESTVIEW DR
MOSCOW, ID 83843

BAXTER LIVING TRUST
2246 HENRY CT
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BECKER, CHRISTY
1650 DAMEN ST
MOSCOW, ID 83843

BECKER, JAMES
1942 CRESTVIEW DR
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BENARD, PHILIP
1800 WHITE AVE #3
MOSCOW, ID 83843

BENNETT, SHELLEY
2279 MOSER ST
MOSCOW, ID 83843

BENTLEY, ROBERT
128 E THIRD ST
MOSCOW, ID 83843

BENTZ, MARIAN
1946 CRESTVIEW DR
MOSCOW, ID 83843

BERG, JAMIE
2373 MOSER ST
MOSCOW, ID 83843

BERG, MITCHELL
435 HARVEST DR
MOSCOW, ID 83843

BERGLEY, CLIFFORD
1836 ROLLING HILLS DR
MOSCOW, ID 83843

BIELLENBERG, ADINA GENIECE
321 PANORMA DR
MOSCOW, ID 83843

BINGMAN, ELEANOR
177 S ROOSEVELT ST
MOSCOW, ID 83843

BONGIORNO, FRANK
1514 E THIRD ST
MOSCOW, ID 83843

BRAGG, JANE
2373 E SIXTH ST
MOSCOW, ID 83843

BRUCE, RICHARD
2573 MOSER ST
MOSCOW, ID 83843

BUCHANAN, DEBRA
213 SUNRISE DR
MOSCOW, ID 83843

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PO BOX 189
FRASER, CO 80442

CAMPBELL, MARTIN JOE
1875 ROLLING HILLS DR
MOSCOW, ID 83843

CARSCALLEN, DANIEL
318 S CLEVELAND ST
MOSCOW, ID 83843

CATHY ROHEIM TRUST
1945 CRESTVIEW DR
MOSCOW, ID 83843

CHRISTENSEN, JACOB
2309 E THIRD ST
MOSCOW, ID 83843

BLUTO, JASSEN
460 HARVEST DR
MOSCOW, ID 83843

BONTE, DAVID
2135 MOSER ST
MOSCOW, ID 83843

BROOKS, JASON
1816 ROSEMARY ST
ANCHORAGE, AK 99508

BRUDIE, DEBRA
1411 E FIRST ST
MOSCOW, ID 83843

BURNHAM, KATHERINE
1747 AMY CT
MOSCOW, ID 83843

CAISLEY, SHERRY
104 N CLEVELAND ST
MOSCOW, ID 83843

CANTRELL, BRIGITTE
1629 DAMEN ST
MOSCOW, ID 83843

CARTER, LARRY
2315 ITANI DR
MOSCOW, ID 83843

CHEATHAM, DAVID
9304 HALLSTON CT
FAIRFAX STATION, VA 22039

CHRISTENSON, CAROLINE
1654 ROLLING HILLS DR
MOSCOW, ID 83843

BOHACH REVOCABLE LIVING TRUST
300 ROSE CT
MOSCOW, ID 83843

BOYDSTON, MONTY
424 RYAN LN
MOSCOW, ID 83843

BROWER, KIRK
276 SUNRISE DR
MOSCOW, ID 83843

BRUST, COLIN
846 RIVERTREE DR
OCEANSIDE, CA 92058

BURNS, DAWN
1416 E THIRD ST
MOSCOW, ID 83843

CAMPBELL, JOSEPH
2252 MOSER ST
MOSCOW, ID 83843

CARPENTER, LEILANI
1548 DOGWOOD CT
MOSCOW, ID 83843

CASEBOLT, DAVID
1612 HILLCREST DR
MOSCOW, ID 83843

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CIMIOTTI, JERRY
1962 ROLLING HILLS DR
MOSCOW, ID 83843

CLOTT, LARRY
1634 DAMEN ST
MOSCOW, ID 83843

COLDIRON, LUKE
421 PANORAMA DR
MOSCOW, ID 83843

CORLETT, THOMAS
2521 ITANI DR
MOSCOW, ID 83843

COWAN, ROBERT JR
1955 CRESTVIEW DR
MOSCOW, ID 83843

COX, JOSHUA
210 N ROOSEVELT ST
MOSCOW, ID 83843

CRUMP, ROBERT
1827 ROLLING HILLS DR
MOSCOW, ID 83843

DAMBRA, MICHAEL
106 S ROOSEVELT ST
MOSCOW, ID 83843

DAVIS, JACKSON
1954 CRESTVIEW DR
MOSCOW, ID 83843

DE LANO, RICHARD
2406 E SIXTH ST
MOSCOW, ID 83843

DECKER, MATTHEW
2306 E THIRD ST
MOSCOW, ID 83843

DEOBALD, LEE ALLEN
1944 DAMEN ST
MOSCOW, ID 83843

DIRKS, JAY
PO BOX 9362
MOSCOW, ID 83843

DITTON, GREGORY
PO BOX 8933
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2406 ITANI DR
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DUKE, KATHLEEN
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DUMAN, ANTHONY
214 N ROOSEVELT ST
MOSCOW, ID 83843

EASTON, THOMAS
2215 ITANI DR
MOSCOW, ID 83843

FALEN, DENNIS
411 S ROOSEVELT ST
MOSCOW, ID 83843

FEMREITE, DONNA
1579 DOGWOOD CT
MOSCOW, ID 83843

FLATHERS, RONALD
1645 DAMEN ST
MOSCOW, ID 83843

FLETCHER, RORY
1944 CRESTVIEW DR
MOSCOW, ID 83843

FLOCH, DALE
423 SUMMIT RD
MOSCOW, ID 83832

FLOWERS, JESSE
2524 ITANI DR
MOSCOW, ID 83843

FOILES, CONNIE
1531 DOGWOOD CT
MOSCOW, ID 83843

FOUTCH, BRYAN
1727 E THIRD ST
MOSCOW, ID 83843

FRANKLIN, MARILYN
1958 CRESTVIEW DR
MOSCOW, ID 83843

FREI, HERBERT
1572 DOGWOOD CT
MOSCOW, ID 83843

FREI, MARK
209 S ROOSEVELT ST
MOSCOW, ID 83843

FREY, ROLAND
209 N ROOSEVELT ST
MOSCOW, ID 83843

GARCIA, JESSICA
1661 DAMEN ST
MOSCOW, ID 83843

GILMAN, CELESTE ELENA
1715 E THIRD ST
MOSCOW, ID 83843

GILMORE, DEANNE
1661 HILLCREST DR
MOSCOW, ID 83843

GODFREY, MATTHEW
2272 HENRY CT
MOSCOW, ID 83843

GRIEBLING, DANIEL
2075 DAMEN ST
MOSCOW, ID 83843

GUTSCH, BARBARA
234 S ROOSEVELT ST
MOSCOW, ID 83843

HADLEY, VINCE
1859 ROLLING HILLS DR
MOSCOW, ID 83843

HAGEN, GARY
2243 HENRY CT
MOSCOW, ID 83843

HALLADAY, JOLENE
2243 MOSER ST
MOSCOW, ID 83843

HANNON, CATHERINE
1943 DAMON ST
MOSCOW, ID 83843

HANSEN, JEREMY
1715 ROLLING HILLS DR
MOSCOW, ID 83843

HARRIS, LAWRENCE
2521 MOSER ST
MOSCOW, ID 83843

HATHAWAY, DAVID
2336 HENRY CT
MOSCOW, ID 83843

HE, BINGJUN
2078 DAMEN ST
MOSCOW, ID 83843

HEISIG, MATTHEW
2350 E SIXTH ST
MOSCOW, ID 83843

HELBLING, WILLIAM
238 MOSER ST
MOSCOW, ID 83843

HEMMING, BENJAMIN
2603 ITANI DR
MOSCOW, ID 83843

HERMANN, BERNARD
315 PANORAMA DR
MOSCOW, ID 83843

HIERSCHBIEL, STUART
243 MOSER ST
MOSCOW, ID 83843

HIGHFILL, MICHAEL GARY
2409 ITANI DR
MOSCOW, ID 83843

HILL, JOHN MASON
2568 MOSER ST
MOSCOW, ID 83843

HOBBS, LINDSEY
1751 E THIRD ST
MOSCOW, ID 83843

HORNE, JANA
142 SUNRISE DR
MOSCOW, ID 83843

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PO BOX 8215
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1013 AMBROSIA DR
LAS VEGAS, NV 89138

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124 S CLEVELAND ST
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HUNT, CARL
409 PANORAMA DR
MOSCOW, ID 83843

ISAAC, MICHAEL
4090 HIGHWAY 8
TROY, ID 83871

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1658 DAMEN ST
MOSCOW, ID 83843

ITANI DEVELOPMENT INC
1515 SW WADLEIGH DR
PULLMAN, WA 99163

JAHNS, ROBERT
2542 MOSER ST
MOSCOW, ID 83843

JAIN, BRADLEY
1986 DAMEN ST
MOSCOW, ID 83843

JENSEN, ERIC
1907 ROLLING HILLS DR
MOSCOW, ID 83843

JENSEN, NICHOLAS
2412 ITANI DR
MOSCOW, ID 83843

JONES, ADAM
2316 E SIXTH ST
MOSCOW, ID 83843

JONES, DANIEL
1924 ROLLING HILLS DR
MOSCOW, ID 83843

JORDAN, AARON
422 SUMMIT RD
MOSCOW, ID 83843

KARASEV, ALEXANDER
2418 ITANI DR
MOSCOW, ID 83843

KASSEM, EMAD
1008 JULIE CT
MOSCOW, ID 83843

KIM, SEAN JIHOON
2303 E THIRD ST
MOSCOW, ID 83843

KINZER, ART
122 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

KIRCHNER, KEVIN
2415 MOSER ST
MOSCOW, ID 83843

KLINGENBERG, DAVID
3448 W 5300 S
ROY, UT 84067

KLOWDEN, J MARC
2356 MOSER ST
MOSCOW, ID 83843

KNEALE, SCOTT
1676 HILLCREST DR
MOSCOW, ID 83843

KOEPKE, LEONARD
108 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

KONEN, CADE
2515 ITANI DR
MOSCOW, ID 83843

KREIS, ROBERT
1987 DAMEN ST
MOSCOW, ID 83843

KRUEGER RENTALS, LLC
609 N ALMON ST #4008
MOSCOW, ID 83843

LANGFIELD, GEORGE
2165 HENRY CT
MOSCOW, ID 83843

LAWFORD, JANE MARIE
317 S ROOSEVELT ST
MOSCOW, ID 83843

LAWTON, JOHN
1426 E FIRST ST
MOSCOW, ID 83843

LEI, HANGTIAN
421 SUMMIT RD
MOSCOW, ID 83843

LESLIE, ELIZABETH
200 S ROOSEVELT ST
MOSCOW, ID 83843

LEWIN, PAUL ANDREW
2357 MOSER ST
MOSCOW, ID 83843

LEWIS, JERALD BRADLEY
2209 ITANI DR
MOSCOW, ID 83843

LI, FENG
2115 ITANI DR
MOSCOW, ID 83843

LICHTE, AMY
1653 DAMEN ST
MOSCOW, ID 83843

LINDSEY, LINN
201 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

LIVELSBERGER, PHILLIP
1425 E FIFTH ST
MOSCOW, ID 83843

LOCKE, KENNETH
420 SUMMIT RD
MOSCOW, ID 83843

LUNDQUIST, WILLIAM
1964 DAMEN ST
MOSCOW, ID 83843

LYLE, SHERRY
1545 DOGWOOD CT
MOSCOW, ID 83843

MacDONALD, TARA
125 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

MADDOX, TIMBERLY
1627 MOLLY CT
MOSCOW, ID 83843

MARCHANT, GREGORY
1921 DAMEN ST
MOSCOW, ID 83843

MARR, MARK
2109 ITANI DR
MOSCOW, ID 83843

MARTIN, TODD
2032 DAMEN ST
MOSCOW, ID 83843

MASCIOTRA, JAMES
1628 HILLCREST DR
MOSCOW, ID 83843

MATTHEWS, DENNIS
223 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

McEVOY, ELIZABETH
2403 ITANI DR
MOSCOW, ID 83843

McGURKIN, PAM
705 E EIGHTH ST
MOSCOW, ID 83843

McKINLAY, KIRK
1649 MOLLY CT
MOSCOW, ID 83843

MEANS, MARY
1538 E THIRD ST
MOSCOW, ID 83843

MEIER, TESSA
1922 DAMEN ST
MOSCOW, ID 83843

MILLER, CRAIG ALAN II
213 ROSE CT
MOSCOW, ID 83843

MILLER, STEPHANIE
1965 DAMEN ST
MOSCOW, ID 83843

MILLS, PETER
1878 ROLLING HILLS DR
MOSCOW, ID 83843

MINARD, RICHARD JR
216 SUNRISE DR
MOSCOW, ID 83843

MINDEN, JUSTIN
145 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

MORBECK, L LOUISE
118 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

MORDHORST, TODD
1709 E THIRD ST
MOSCOW, ID 83843

MORGAN, DIANA LYNN
1677 HILLCREST DR
MOSCOW, ID 83843

MORSHECK, WILLIAM
201 S ROOSEVELT ST
MOSCOW, ID 83843

MOSMAN, WYNN
251 SUNRISE DR
MOSCOW, ID 83843

NEEDHAM, SHANE
2506 ITANI DR
MOSCOW, ID 83843

NELSON, KEALAN
1417 E FIRST ST
MOSCOW, ID 83843

NORTON, ANDREW
418 SUMMIT RD
MOSCOW, ID 83843

O'BRIEN, JENNIFER
1608 HILLCREST DR
MOSCOW, ID 83843

OFSTAD-COX, PATRICIA
310 S CLEVELAND ST
MOSCOW, ID 83843

OPLINGER, SCOTT
2402 ITANI DR
MOSCOW, ID 83843

PARIS LIVING TRUST
126 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

PARKS, MITCHELL
261 MOSER ST
MOSCOW, ID 83843

PAYTON, R MARK
425 SUMMIT RD
MOSCOW, ID 83843

PENBERTHY, EVAN
1960 CRESTVIEW DR
MOSCOW, ID 83843

PENG, CHING-AN
1929 ROLLING HILLS DR
MOSCOW, ID 83843

PICKARD, MICHAEL
221 PANORAMA DR
MOSCOW, ID 83843

PIERCE-GARNETT, DAVID
434 HARVEST DR
MOSCOW, ID 83843

PITTS, CRYSTAL
1637 DAMEN ST
MOSCOW, ID 83843

PLUMMER, DONALD
316 S ROOSEVELT ST
MOSCOW, ID 83843

PRESCOTT, JERILYN
2309 ITANI DR
MOSCOW, ID 83843

PRESSNALL, RANDY
185 S ROOSEVELT ST
MOSCOW, ID 83843

QUAADE, WILLIAM
1529 B ST
MOSCOW, ID 83843

RADCLIFFE, KARL
104 S ROOSEVELT ST
MOSCOW, ID 83843

RAUCH, RANDY
536 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

RAY, MONICA
2129 HENRY CT
MOSCOW, ID 83843

REED, WENDY
3510 23RD ST
LEWISTON, ID 83501

REHDER, TERRY
1843 ROLLING HILLS DR
MOSCOW, ID 83843

REID LIVING TRUST
37930 S SILVERWOOD DR
TUCSON, AZ 85739

RICHARDS REVOCABLE TRUST
1616 HILLCREST DR
MOSCOW, ID 83843

RICHARDS, BRANDON
1650 HILLCREST DR
MOSCOW, ID 83843

RICHARDS, SHAWN
275 SUNRISE DR
MOSCOW, ID 83843

RICKER, BRYAN
237 SUNRISE DR
MOSCOW, ID 83843

RIETH LIVING TRUST
2062 W CEDAR GROVE ST
MERIDIAN, ID 83642

ROBISON, BRADLY
2012 ITANI DR
MOSCOW, ID 83843

ROESLER, JASON
1677 DAMEN ST
MOSCOW, ID 83843

ROSALES, JUAN BERNARDO
2331 MOSER ST
MOSCOW, ID 83843

ROSGEN, MICHAEL
324 S ROOSEVELT ST
MOSCOW, ID 83843

RUSSELL, STEVEN
1731 ROLLING HILLS DR
MOSCOW, ID 83843

RYCH, GLENN DAVID
218 ROSE CT
MOSCOW, ID 83843

SACK, RONALD
2338 MOSER ST
MOSCOW, ID 83843

SANDERS, MICHAEL
1643 HILLCREST DR
MOSCOW, ID 83843

SAUL, BRAD
2038 ROLLING HILLS DR
MOSCOW, ID 83843

SCHNEIDER, LYDDA
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LEESBURG, VA 20175

SCHROEDER, DOUGLAS
1763 AMY CT
MOSCOW, ID 83843

SCOTT, STANLEY
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MALTA, ID 83342

SEAMAN, RONALD
2236 MOSER ST
MOSCOW, ID 83843

SEUBERT, CASSANDRA
1627 HILLCREST DR
MOSCOW, ID 83843

SHARMA, BAL
2341 HENRY CT
MOSCOW, ID 83843

SHELDEN, ERIC
2547 MOSER ST
MOSCOW, ID 83843

SHIPLEY, MARK
108 S ROOSEVELT ST
MOSCOW, ID 83843

SHRESTHA, DEV
2374 MOSER ST
MOSCOW, ID 83843

SHUFFIELD, BRIAN
1956 CRESTVIEW DR
MOSCOW, ID 83843

SINCLAIR, ROBERT
2053 DAMEN ST
MOSCOW, ID 83843

SKANDALOS, GEORGE
112 S ROOSEVELT ST
MOSCOW, ID 83843

SKAUG, JACOB
108 N CLEVELAND ST
MOSCOW, ID 83843

SKIBIEL, AMY
2206 E THIRD ST
MOSCOW, ID 83843

SMILEY, RICHARD
1666 DAMEN ST
MOSCOW, ID 83843

SMITH, BRIAN
735 E SEVENTH ST
MOSCOW, ID 83843

SMITH, LLOYD
1947 CRESTVIEW DR
MOSCOW, ID 83843

SMITH, MARY
1526 DOGWOOD CT
MOSCOW, ID 83843

SNEGOSKY, DAKOTA
1733 E THIRD ST
MOSCOW, ID 83843

SPELLMAN, EMILY
2367 HENRY CT
MOSCOW, ID 83843

SPILLMAN, BRIAN
609 BRITTON LN
MOSCOW, ID 83843

ST HILAIRE PROPERTIES, LLC
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NEWPORT, WA 99156

STANKE, WILLIAM
1953 CRESTVIEW DR
MOSCOW, ID 83843

STEELE, EDWARD
1646 HILLCREST DR
MOSCOW, ID 83843

STEVENSON, JOSHUA
1617 HILLCREST DR
MOSCOW, ID 83843

STINSON, CHRISTOPHER
1745 E THIRD ST
MOSCOW, ID 83843

STINSON, LORI
2221 ITANI DR
MOSCOW, ID 83843

STRIFFLER, JESSICA
1421 E THIRD ST
MOSCOW, ID 83843

STRONG, NATHAN
225 MOSER ST
MOSCOW, ID 83843

SULLIVAN, THOMAS
2518 ITANI DR
MOSCOW, ID 83843

SUQUET, CHRISTINE
105 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

SUTERA, JOHN
2031 DAMEN ST
MOSCOW, ID 83843

TALBOTT, IVAN
1669 DAMEN ST
MOSCOW, ID 83843

TAYLOR, JAMES
216 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

TAYLOR, WILLIAM
437 HARVEST DR
MOSCOW, ID 83843

TENNEY, BARRY
1505 E FIFTH ST
MOSCOW, ID 83843

THOMPSON, HAROLD
1642 DAMEN ST
MOSCOW, ID 83843

THOMSON, BRYAN
2221 HENRY CT
MOSCOW, ID 83843

TOTTEN, WAYNE
2015 ITANI DR
MOSCOW, ID 83843

TOWNSEND, EDGAR
231 S MOUNTAIN VIEW RD
MOSCOW, ID 83843

TREADWELL, JOHN
1891 ROLLING HILLS DR
MOSCOW, ID 83843

TRIVELPIECE, MARCUS
411 HARVEST DR
MOSCOW, ID 83843

TRUJILLO-BARRERA, ANDRES
1810 ROLLING HILLS DR
MOSCOW, ID 83843

TUCKER, DANIEL
1602 ROLLING HILLS DR
MOSCOW, ID 83843

TYLER, DONALD
1671 MOLLY CT
MOSCOW, ID 83843

UBERUAGA, DAVID
1411 E THIRD ST
MOSCOW, ID 83843

UNLU, GULHAN
1862 ROLLING HILLS DR
MOSCOW, ID 83843

URQUIDI, ANTONIO
1739 E THIRD ST
MOSCOW, ID 83843

VADYVALOO, VIVEKA
1752 ROLLING HILLS DR
MOSCOW, ID 83843

VAN ECK, PETER
1040 BARTHO LN
TROY, ID 83871

VENEZIANO, ANNETTE
1666 HILLCREST DR
MOSCOW, ID 83843

VORHIES, ROBERT
404 S ROOSEVELT ST
MOSCOW, ID 83843

WALKER, MATTHEW
287 MOSER ST
MOSCOW, ID 83843

WALL, NORMAN
215 N MOUNTAIN VIEW RD
MOSCOW, ID 83843

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2284 MOSER ST
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MEDINA, WA 98039

WARNER, GERALD
PO BOX 8685
MOSCOW, ID 83843

WARREN, LINDSAY
2381 E SIXTH ST
MOSCOW, ID 83843

WEAVER LIVING TRUST
PO BOX 3367
MOSCOW, ID 83843

WEBB, WILLIAM
2190 MOSER ST
MOSCOW, ID 83843

WESSELS, DUANE
2512 ITANI DR
MOSCOW, ID 83843

WIGLE, TONI LYNN
1948 CRESTVIEW DR
MOSCOW, ID 83843

WILD, MARGARET ANN
415 PANORAMA DR
MOSCOW, ID 83843

WILLIAMS, DAVID III
2459 MOSER ST
MOSCOW, ID 83843

WILLIAMS, JANET
193 S ROOSEVELT ST
MOSCOW, ID 83843

WINTERBOTTOM, EDWARD
2364 HENRY CT
MOSCOW, ID 83843

WNEK, BRITTANY
310 S ROOSEVELT ST
MOSCOW, ID 83843

WU, XIAO
2509 ITANI DR
MOSCOW, ID 83843

YATES, DIANE
1605 MOLLY CT
MOSCOW, ID 83843

YEAGER, KENNETH
1635 HILLCREST DR
MOSCOW, ID 83843

YOPP, DAVID
1952 CRESTVIEW DR
MOSCOW, ID 83843

ZUBA, JAMES
251 ROSE CT
MOSCOW, ID 83843

scottbecker@moscow.com

From: scottbecker@moscow.com
Sent: Wednesday, February 24, 2021 1:38 PM
To: 'Baird, Dennis (dbaird@uidaho.edu)'
Subject: RE: Harvest Hills questions

Dennis,

Thanks for all your input. Let me know if you think of anything else. All the questions and comments will be forwarded to the developer and the City so your information is greatly appreciated.
 Scott

From: Baird, Dennis (dbaird@uidaho.edu) <dbaird@uidaho.edu>
Sent: Wednesday, February 24, 2021 1:34 PM
To: scottbecker@moscow.com
Subject: Re: Harvest Hills questions

Thanks very much for your reply. I sure hope that you are able to really minimize the amount of cut and fill that will be required.

My father was a realtor and developer, and told me that he knew of just one good rule for home buying: never buy a house built on fill. I also personally know of several contractors in Moscow who have been asked to bid on repair jobs at homes recently built on what is called compacted fill, which is not an issue on Moser Street which still happily rolls up and down and has no homes built on fill.

Anyhow, my hawthorn trees that are at the bottom of my property are looking forward to their new neighbors, and will of course not be looking forward to falling onto their property.

Dennis

From: scottbecker@moscow.com <scottbecker@moscow.com>
Sent: Wednesday, February 24, 2021 11:07 AM
To: Baird, Dennis (dbaird@uidaho.edu) <dbaird@uidaho.edu>
Cc: Baird, Lynn (lbaird@uidaho.edu) <lbaird@uidaho.edu>
Subject: FW: Harvest Hills questions

Hi Dennis,

I appreciate the questions. If you have further questions please do not hesitate to send them along.

1. The long culdesac has been reviewed by the fire department. It does push the limits of what they would prefer to see for a dead end street but they also understand the situation of that specific lot. They also prefer the large turn around versus the traditional culdesac turn around.
2. The parkland at the east end of the development is Moser Park. The land has been dedicated and is ready to be developed into a park as soon as the housing reaches the park. There is a dedicated right of way which extends from the culdesac to the park for a future walking path connection. The main connection to Moser park will be off of Third Street when it is extended to the east.
3. The water will be collected at the end of Third Street and conveyed to the detention pond near the PUD lot. This water conveyance will reduce the frequency and severity of the flooding on Dahmen Street

4. There will be some cut and fill required to develop the site. This will be minimized by house styles that utilize the slopes for garages and walk in basements. Fill when constructed and compacted properly with the typical Latah clay is generally very solid.

One other point that was not discussed is the connection of Jansen Street. The Jansen Street connection will be the key to connect to McDonald School and helps to tie the neighboring subdivision together.

Let me know if you have any additional questions.

Thank you,

Scott Becker, P.E.
Principal Engineer
Hodge and Associates, Inc.
405 S. Washington St.
Moscow, ID 83843
(208) 882-3520

From: Hodge & Associates <hodge@moscow.com>
Sent: Wednesday, February 24, 2021 10:05 AM
To: scottbecker@moscow.com
Subject: FW: Harvest Hills questions

From: Baird, Dennis (dbaird@uidaho.edu) [<mailto:dbaird@uidaho.edu>]
Sent: Wednesday, February 24, 2021 10:02 AM
To: scottbecker@moscow.com
Cc: Baird, Lynn (lbaird@uidaho.edu)
Subject: Harvest Hills questions

Thank you for sending me the meeting notice on this subdivision plat, which is directly below, south of, and in the valley below my home at 2187 Moser Street.

My wife and I have had the first of two Moderna vaccine shots, but as a result are still at considerable COVID19 risk and so will probably not want to attend the meeting.

This plat is infill, which is generally a good way to plan housing, and it features many small lots, for which there is a real need in Moscow. But I do have some questions, which I hope you will be able to answer.

At the east end, the plat map shows 29 lots, all on a cul de sac with just one exit. From a fire standpoint, this seems very risky to me. Is approval by the fire department necessary for this, and if so, has that been obtained?

At one time there was, I believe, a parkland dedication at the east end of the valley. Do you know anything about that, and does this plat have any impact on that dedication if it still exists?

The bottom of the valley is not, according to the city planning office, any kind of wetland, but despite that conclusion by the city, the valley floor is wet much of the year, is actually a small stream right now, and is home to a very large, annual frog population. What will be the impact on all of that?

Most of the developments on the south side of the valley were done on hills that were once "rolling," hence the no longer accurate name of some of them. All the sites are on heavily bulldozed and flattened fill, which is often erroneously called "compacted fill." Do you have yet a development plan for this plat? If so, do you intend to maintain the existing slopes on either side of the valley floor? I ask this because I don't wish to have my lower property undermined by some sort of flattening project, but also for a second reason: lots on natural, sloping terrain can be used to build nice homes that follow the lay of the land and can also avoid the cracking and subsiding that always follows homes built on fill. I have two relatives who have PhD degrees in civil engineering and they can attest to the risks of building on fill. Maybe these lots, if fill free, would sell better?

I can already guess that the answer is no, but would you have any interest in sharing the cost of a north side boundary fence project?

Dennis Baird
PO Box 8787
2187 Moser
Moscow



Virus-free. www.avast.com

scottbecker@moscow.com

From: scottbecker@moscow.com
Sent: Thursday, February 18, 2021 7:46 AM
To: 'Matthew Halladay'
Subject: RE: Harvest Hills
Attachments: 3831 HH2 pre plat..pdf

Hi Matt,

There is a 2 acre PUD parcel at the corner of Third and Mountain View that is zoned Neighborhood Business which could be constructed with a mix of residential and some light commercial such as offices or small convenience store or other permissible uses. Drive throughs are NOT permissible in the NB zone. The other parcel to be platted east of the existing construction is to remain zoned R2 and develop with lot sizes almost identical to what was almost developed 15 years ago.

We will discuss this at the up coming meeting. As far as what business is going into the Neighborhood Business, the developer does not have any business lined up for that at this time.

Please feel free to send me additional questions if you have any.

Thank you,

Scott

From: Matthew Halladay <mhalladay@gmail.com>

Sent: Wednesday, February 17, 2021 7:55 PM

To: scottbecker@moscow.com

Subject: Re: Harvest Hills

Hi Scott,

I would like to know what you are planning to present at the upcoming meeting. There have been several attempts to re-zone, is this another one of those? I guess that would be my primary question. I'm also interested in any changes you might be trying to propose.

Thanks,

Matt

On Wed, Feb 17, 2021 at 4:20 PM <scottbecker@moscow.com> wrote:

Hi Matt,

Here is my contact information. Please let me know if I can answer any questions for you regarding the Harvest Hills project.

Thank you,

Scott Becker, P.E.

Principal Engineer

scottbecker@moscow.com

From: scottbecker@moscow.com
Sent: Wednesday, February 17, 2021 10:34 AM
To: 'Debra Saul'
Subject: RE: Harvest Hills PUD and Plat for 2nd Addition

Hi Debra,

Thank you for the inquiry.

There are some traffic measures that are in the works to help mitigate traffic delays. One is a roundabout at Sixth and Mountain View, another is the left and right turn lanes at Third and Mountain View, and lastly the Third Street Bridge is still on the comprehensive plan which would help to divide some of the east-west traffic. Additional improvements are planned for Mountain View from Sixth Street to Highway 8 as funding becomes available. The bridge at Third Street is controversial but once constructed will increase continuity and connectivity for the east side of town. The roundabout is somewhat controversial but will improve traffic flow and reduce drive frustration by maintaining a consistent 4-way flow of traffic.

The proposed subdivision is consistent with the City's comprehensive plan including increased vehicular and pedestrian connectivity.

Please let me know if you have additional or follow up questions.

Scott Becker, P.E.
 Principal Engineer
 Hodge and Associates, Inc.
 405 S. Washington St.
 Moscow, ID 83843
 (208) 882-3520

-----Original Message-----

From: Debra Saul <mk_wonder@yahoo.com>
 Sent: Tuesday, February 16, 2021 7:18 PM
 To: scottbecker@moscow.com
 Subject: Harvest Hills PUD and Plat for 2nd Addition

Hi Scott Becker,

We live in the Rolling Hills Addition at 6th Street and Rolling Hills. We would like to know how the City of Moscow is planning to mitigate the added traffic congestion this subdivision will bring to an already over congested intersection at Mountain View and 6th Street at rush hour in both the morning and evening hours.

We have lived on Rolling Hills Drive for 15 years and have learned to avoid that intersection in the morning due to both incoming traffic north bound on Mountain View which turns west at 6th Street to access the University of Idaho Campus and downtown Moscow, and the traffic going to the 3 schools located on D Street.

As the attempt to push through 3rd Street, by proposing to eliminate the front lawns of the properties between the Moscow Creek and Mountain View, did not succeed, please let us know how the addition of 91 new houses with cars (the duplexes under construction plus this new plat) will be able to successfully integrate into this area without major consequences to the current traffic issue. This number does not include the subdivision currently under construction at the east end of 3rd Street along with all the houses that have been built in the last 2 years.

Mask up to keep us all safe.
Stay safe. Stay well. Get vaccinated!

Debra Saul

scottbecker@moscow.com

From: scottbecker@moscow.com
Sent: Wednesday, February 17, 2021 10:07 AM
To: 'Ronald Sack'
Subject: RE: Harvest Hills
Attachments: 3831 HH2 pre plat..pdf

Hi Ronald,

Attached is a drawing of the lot layout to better illustrate what the developer is planning for that parcel. There will be a Planned Unit Development (PUD) component near Mountain View and R2 residential throughout the rest of the undeveloped portion. When the project is completed Jansen Street will be connected and Third Street will be connected to Rolling Hills 8th.

It is estimated that development to Jansen Street will start in June and finish in October 2021. Housing construction will continue as lots can be sold. After this meeting there will be a public hearing at Planning and Zoning to discuss both plats and the PUD. This project was platted in 2005 but the plat was never filed. The current layout is very similar to the previous plat.

At this time there is no plan to hold the meeting virtually but I will continue to take comments and answer questions. All correspondence will be submitted to the City as part of the preliminary plat application.

Please let me know if you have any additional questions or if you would like to come by the office and review the project.

Thank you,

Scott Becker, P.E.
 Principal Engineer
 Hodge and Associates, Inc.
 405 S. Washington St.
 Moscow, ID 83843
 (208) 882-3520

From: Ronald Sack <ronald.sack@gmail.com>
Sent: Sunday, February 14, 2021 11:54 AM
To: scottbecker@moscow.com
Subject: Harvest Hills

Dear Mr. Becker:

Thanks for the notice of the hearing on Harvest Hills. The map is very illegible; please send me a plot plan of the development, including boundaries of the development and boundaries for the 1st and 2nd additions. Please hold the "neighborhood meeting" as a virtual event (e.g., Zoom) since I assume a large group interested in the project, which would probably violate the State guidelines on assembly of large groups.

Since the existing construction seems to be dragging on and on ad infinitum, I would appreciate knowing the start and end dates of any additional construction.

Incidentally, I recall Larry Hodge and Quentin Bohne (I think he was one of the original partners with Larry) in my structural engineering class at U of I many years ago so I have more than a casual interest in this project, but also a professional concern in the quality, timing, and integrity of the work.

Sincerely,
Ronald L. Sack,, Ph.D.
2338 Moser Street
Moscow, ID 83843

**Harvest Hills PUD and 2nd Addition Plat Meeting
SIGN IN SHEET
February 26, 2021 4:00 PM**



Address

Phone Number

Email

	Address	Phone Number	Email
	Peter Van Eck 1040 Bartho Ln. Troy, ID 83871	208-8354081	VANECKPX@BETHLE.COM
Phil Rheingans	620 E Palouse River Dr	882-0767	
Ed Barb Tournent	231 S. Mt View Rd	208-883-3387	edbarb9@gmail.com
Amy Lichte	1653 Damen St	208-669-8878	lichtea@yahoo.com
Anne Peterson	2132 Henry Ct	509-336-1804	shortie mom@live.com
Patricia Taylor	437 Harvest Drive	(208) 883-4984	
Linda Christenson	1654 Rolling Hills D		
Katelyn Foutch	1727 E. 3rd St	208 882 5010	katejenningsphotography@gmail.com
Mary Mordhorst	1709 E 3rd St.	(916) 580-5060	mordhorst3@sbglobal.net
Christine Seguet	105 Mtn View	208-310-2312	cpsseguet@gmail.com
David Phelan	1965 Damen St		davidgur+quail.com
STEPHANIE MILLER	"	208-310-1345	stwillerc@idaho.edu
Juan B Albaitero	2331 Moser St	360 936 8843	juan-bernardo@albaitero.com
Jason Franklin	1958 Crestview Dr.	208 596 2609	mcfrank97@gmail.com
SCOTT DPLINGER	2402 ITANI DR	208 892 1341	

Harvest Hills PUD and Subdivision Plat

Neighborhood Meeting Minutes

Friday, February 26, 2021, 4:00pm

Presenter: Scott Becker, PE Hodge and Associates

Developer: Phil Rheingans

Meeting Location: Latah County Fairgrounds

Meeting Purpose

The presentation and discussion of the proposed PUD and 2nd Addition Plat

Meeting

The meeting was called to order at 4:00 and was open to the neighbors.

Scott Becker opened the meeting by introducing a general overview of the project. He presented 5 slides; first slide was an introduction, second slide was a vicinity map, third slide showed the Neighborhood Business/PUD lot and proposed layout, the fourth slide showed the 2nd Addition plat layout and the fifth slide illustrated the connectivity of the proposed development and how it ties the other subdivisions together.

Scott asked that everyone be respectful during the questions and answer period

Q: What type of housing is being proposed?

A: The PUD will have commercial space with attached housing above it at the entrance to the property. There will be twin homes and townhouses primarily withing the rest of the PUD. The 2nd Addition plat is zoned R2 and will have single family homes on each lot.

Q: What is permitted in the Neighborhood Business zone?

A: There are numerous permitted uses for the Neighborhood business zone Dwellings above or behind commercial uses and as permitted in commercial zones. Some examples permitted in a NB zone are; Professional offices, Financial and investment offices, Restaurants, Coffee stands, Neighborhood centers, Child care and Residential on secondary street frontage.

Q: How will stormwater and runoff be controlled during construction?

A: Construction runoff will be controlled using best management practices for erosion and sediment control with City of Moscow oversight. A swale will be constructed at the bottom of the slope to reduce excessive runoff.

Comment: We have experience backyard flooding during a recent storm event.

Discussion: There was discussion about runoff from that field especially from a storm event on frozen ground. Phil has been farming that lot for some time and has had difficulty with that issue in the past. Scott mentioned that once the lots are developed much less runoff will occur since most of the impervious surfaces will drain to the storm sewer in 3rd Street.

Q: what is the timing of construction and will there be a sidewalk connection to the Harvest Hills dead end street

A: Not sure on the timing of construction. Much of the timing is out of our control and some will depend on pricing from the contractor. Scott will look into the sidewalk.

Q: I heard the NB lots will be senior housing. Is that true.

A: This is not true. Rumors get started base on speculation.

Q: How will stormwater be handled.

A: stormwater will be collected and conveyed to the existing detention pond to be released at a reduced rate into Paradise Creek

Comment: There was discussion of the City's efforts to improve Paradise Creek downstream from this project and how that will help with upstream flooding.

Q: How large at the lots

A: Lot sizes vary from large to modest. Scott did not bring the preliminary plat with him to discuss each lot and lot size.

Q: Will lots be for sale or will they all be built out by the developer

A: It's not known for sure at this time. The intention is for the developer to construct most of the housing.

Q: Will the short section of Jansen Street be constructed

A: Yes. Jansen Street construction is tied the movement of the Verizon Pedestal in Mountain View Street.

Comment: I'm opposed the idea of a store located Mountain View and 3rd Street. Too many students will gather at that spot.

Q: More questions about the timing of each element of the project and the use of the commercial lot.

A: Timing of construction has not been nailed down at this time. There is no tenant for the commercial lot

Comment: I would like to see larger lots with less density.

With no other questions, the meeting adjourned at 5:25.

Attached is a copy of the attendance sheet.

Respectfully

Scott Becker, PE

Hodge & Associates, Inc.



City of Moscow Parks and Recreation

Memo

To: Mike Ray, Planning Manager

From: David Schott, Assistant Parks and Recreation Director

Date: April 19, 2021

Re: Parkland Dedication Requirements for the Proposed Harvest Hills Second Subdivision and Harvest Hills First Addition Re-plat.

As part of the subdivision process, this proposed subdivision falls under the requirements of the parkland dedication codes of the City. However, the parkland dedication requirements have previously been satisfied.

In 2015, there was 95,927 sf (2.20 acres) of platted NB Zone (9%) for Lot 1, Block 1, which required 8,633.43 sf (0.198 acres) of parkland dedication for a portion of Harvest Hills First Addition, see Exhibit A. The net developable area proposed in the re-plat of Harvest Hills First Addition has been reduced to 73,740 sf (1.69 acres) of platted NB. The parkland dedication requirement is 6,636.60 sf (0.152 acres), leaving a credit with a balance of 1,996.83 sf (0.046 acres).

There already exists the dedication of 25,824 sf (0.592 acres), see Exhibit B.

1. 3,333 sf (0.076 acre) 25-foot ROW along Mountainview Road
2. 22,491 sf (0.516 acre) ROW along NW end (Paradise Creek)

Based on the previous dedications and the balance left by the re-platting of Harvest Hills First Addition, Lot 1, Block 1, there exists an excess of 11,265.99 sf (0.259 acres) over the required parkland dedication.

In Harvest Hills Second Addition there are 580,268 sf (13.321 acres) of net developable area. The R-2 parkland dedication requirement is 5%. This equals to 29,013.40 sf (0.666 acres) of parkland dedication.

The required parkland dedication for Harvest Hills Second Addition is 17,747.41 sf (0.407 acres) after applying the excess of 11,265.99 sf (0.259 acres). The proposed 19,083 sf (0.438 acres) of the cul-de-sac park area at the end of Amber Court and Tract B, 10-foot access easement, 1,525 sf (0.035 acres)

satisfies the remaining parkland dedication requirements for the Harvest Hills Second Addition with an excess of 2,860.55 sf (0.066 acres).

This original parkland dedication proposal was reviewed by Parks and Recreation Commission on October 24, 2013 and supported the parkland dedication for the Harvest Hills subdivision as described herein.

It is my opinion that as proposed, the owner meets (exceeds) the parkland dedication requirements for the Harvest Hills subdivision.

Should there be any changes to the developable land or zoning on the final plat, I would need to review those changes for any possible affects to my recommendation.

Please do not hesitate to contact my office with any questions or clarifications.

Exhibit A

City of Moscow
Parks and Recreation

Memo

To: Mike Ray, City Planner

From: Dwight Curtis, Parks & Recreation Director

Date: June 16, 2015

Re: Parkland Dedication Requirements for the Proposed Harvest Hills Subdivision

As part of the subdivision process, this proposed subdivision falls under the requirements of the parkland dedication codes of the City.

There is 95,927 sf (2.20 acres) of platted NB Zone (9%) = 8,633.43 sf (0.198 acres) of parkland dedication required for this portion. There is 113,163 sf (2.597865 acres) of platted R-3 Zone (7%) = 7,921.41 sf (0.182 acres) of parkland dedication required for this portion. The total parkland dedication required for this proposed subdivision is 16,554.84 sf (0.380 acres).

There already exists the dedication of 25,824 sf (0.592 acres)

1. 3,333 sf (0.076 acre) 25 foot ROW along Mountainview Road
2. 22,491 sf (0.516 acre) ROW along NW end (Paradise Creek)

Based on the previous dedication and new requirements, there exists an excess of 9,269.16 sf (0.213 acres) over the required parkland dedication.

Staff is supportive of banking this excess for application toward future parkland dedication required as the subdivision additions extend beyond Harvest Hills. If the owner is not interested in this arrangement, then adjustments to the existing dedications would be required.

It is my opinion that as proposed, the owner meets (exceeds) the parkland dedication requirements for this subdivision.

Should there be any changes to the developable land or zoning on the *final* plat, I would need to review those changes for any possible affects to my recommendation.

I am available for any questions you might have of me.

Exhibit B

City of Moscow
Parks and Recreation

Memo

To: Mike Ray, City Planner
From: Dwight Curtis, Parks & Recreation Director
Date: December 5, 2013
Re: Parkland Dedication Requirements for the Proposed Harvest Hills Subdivision

As part of the subdivision process, this proposed subdivision falls under the requirements of the parkland dedication codes of the City.

There are 20 acres of R-2 Zone developable land in this proposed subdivision preliminary plat.

Parkland Dedication for R-2 Zone (5%) = 43,560 sf (1.00 acres) of parkland dedication required.

Proposed Parkland Dedication Elements:

1. 3,333 sf (0.076 acre) 25 foot ROW along Mountainview Road
2. 22,491 sf (0.516 acre) ROW along NW ends of Lot 6 & 7 (Paradise Creek)
3. 19,112 sf (0.438 acre) cul-de-sac park area at the end of Amber Court
4. 10,541 sf (0.241 acre) strip east side of lots 1, 2, 13, 14 – adjacent to Moser Park property (see note below).

NOTE: The submitted preliminary plat includes an overage of parkland dedication in the amount of 11,917 square feet. This can be resolved by eliminating #4 above and increasing those lot sizes to make up the 1,376 sf difference... or donating it beyond the required parkland dedication.

This parkland dedication proposal was reviewed by Parks and Recreation Commission on October 24, 2013 (see excerpt from Commission meeting minutes below):

After some discussion regarding park safety and clarifying that the developers would still be committed to this proposed parkland dedication layout even if they are not given control over what features and amenities go into the park, the Commission unanimously recommended approval of the current proposal to the City Council with the qualification that the developers would not be allowed to place any restrictions on what type of park would be developed there [referring to the cul-de-sac park area].

Concerns by staff include: a) safety surrounding the cul-de-sac park area for children and, b) it appears the cul-de-sac park area would become the deposit for snow removal. The applicant needs to still satisfactorily address these concerns.

It is my opinion that *if* the staff concerns are satisfactorily addressed and that the applicant agrees to the Parks and Recreation Commission condition that the developers would not be allowed to place any restrictions on what type of park would be developed in the cul-de-sac park area, then the four elements satisfy the parkland dedication requirements for this subdivision.

Should there be any changes to the developable land or zoning on the *final* plat, I would need to review those changes for any possible affects to my recommendation.

I am available for any questions you might have of me.

MEMORANDUM OF UNDERSTANDING 2009
BETWEEN CITY OF MOSCOW, IDAHO AND
MICHAEL HOFFMAN, DEVELOPER,
WINDFALL HILLS SUBDIVISION

THIS MEMORANDUM OF UNDERSTANDING 2009 BETWEEN CITY OF MOSCOW, IDAHO AND MICHAEL HOFFMAN, DEVELOPER, WINDFALL HILLS SUBDIVISION OF THE CITY OF MOSCOW, IDAHO (hereinafter "2009 MOU") is entered into the 8th day of June, 2009 by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter referred to as "CITY"), and Michael Hoffman, Developer of Windfall Hills Subdivision of the City of Moscow, Idaho (hereinafter referred to as "DEVELOPER").

WITNESSETH:

WHEREAS, on July 21, 2008, CITY and DEVELOPER entered into Memorandum Of Understanding Between City Of Moscow, Idaho Michael Hoffman, Developer, Windfall Hills Subdivision but, for various reasons, portions of such July 21, 2008 MOU were not completed; and

WHEREAS, CITY and DEVELOPER wish to replace such July 21, 2008 MOU with this 2009 MOU; and

WHEREAS, CITY desires to construct improvements on Mountain View Road within CITY limits which improvements include paving, curb and gutter, sidewalks, and a drainage system; and

WHEREAS, such improvements shall include Windfall Hills Subdivision frontage and the Hoffman-owned property immediately south of and adjacent to the Third Street extension (shown in the accompanying map); and

WHEREAS, the installation of the Plat monumentation or payment of the total amount of sixteen thousand five hundred dollars (\$16,500) in security shall occur in accordance with the Monumentation Agreement dated July 21, 2008 on or before the date of filing of the final plat; and

WHEREAS, dedication of Mountain View right-of-way and parkland or dedication of an easement for Street purposes by DEVELOPER necessary for CITY to complete Mountain View improvement work (as shown on the accompanying map) must occur by May 25, 2009; and

WHEREAS, a portion of Windfall Hills Subdivision frontage shall be dedicated through the recording of the final plat by June 3, 2009; and

WHEREAS, remaining Hoffman-owned frontage on Mountain View shall be dedicated through a separate deed of dedication for the right-of-way and either a deed of dedication or an easement for parkland necessary for the existing asphalt trail shall be executed on or before June 3, 2009; and

WHEREAS, DEVELOPER wishes to and hereby agrees to construct Janson Street from its current terminus near Damon Street to the north line of the Windfall Hills Subdivision (as shown on the accompanying map) and agrees that such work shall include paving, curb and gutter, sidewalks, retaining walls, a drainage system, and a water main, and shall occur within Phase I of Windfall Hills Subdivision; and

WHEREAS, security may be utilized to defer construction of these improvements to a Phase subsequent to that of Phase I of the Windfall Hills Subdivision of the City of Moscow, Idaho as long as such deferral does not extend beyond the phase which includes the construction of the intersection of Windfall Court and Janson Street; and

WHEREAS, DEVELOPER agrees to be financially responsible for all costs of the extension of Janson Street from the northern boundary of the Windfall Hills Plat to its connection with Janson Street at the corner of Janson Street and Damon Street (hereinafter "Janson Street Extension" as shown in Exhibit "A"); and

WHEREAS, no party to this 2009 MOU wishes for this 2009 MOU to establish a precedence or to have any precedential value beyond this current MOU; and

WHEREAS, this 2009 MOU is entered into voluntarily by both parties; and

WHEREAS, time is of the essence in the execution of this 2009 MOU; and

WHEREAS, the valuable consideration exchanged between the parties includes the commitment by DEVELOPER to complete the filing of the final Plat of the Windfall Hills Subdivision on or before June 3, 2009;

NOW, THEREFORE, DEVELOPER and CITY hereby agree as follows:

I. PROPERTY AFFECTED

This 2009 MOU affects property commonly known as the Windfall Hills Addition to the City of Moscow, Latah County, Idaho and also affects the property shown as Hoffman Unplatted Property, both of which are more particularly described as follows and which are shown on the attached Exhibit "A", the same as if copied and transcribed herein:

A. WINDFALL HILLS PLAT

A parcel of land located in the SW 1/4 of Section 9, T39N, R5W, B.M., and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 9; thence along the westerly line of said Section 9, N 0°16'55" E, 793.64 feet, to the TRUE POINT OF BEGINNING:

Thence continuing along said westerly line, N 0°16'55" E, 456.89 feet; Thence departing said westerly line, N 67°28'12" E, 179.00 feet; Thence S 89°45'15" E, 744.93 feet, along the southerly line of W.M. Dahmen's Replat of Lot 14 & Parts of Lots 10, 11, 12, 13 & 15 of Shield's Five Acre Tract Addition To The City Of Moscow, Idaho; Thence along the southerly line of Skyview Estates Addition to the City of Moscow, ID, S 89°11'47" E, 635.94 feet, to the southeast corner of said Skyview Estates; Thence S 89°31'07" E, 588.11 feet; Thence N 0°03'14" W, 156.94 feet, to the Southwest corner of Lot 5, Block 2 of Moser Estates Third Addition to the City of Moscow, ID; Thence along the southerly line of said Moser Estates Third Addition, S 89°32'39" E, 508.57 feet, to the southeast corner of said Moser Estates Third Addition; Thence S 0°48'25" W, 157.16 feet, to the Center-South 1/16 (CS 1/16) Corner; Thence along the easterly line of said SW 1/4 of Section 9, S 0°20'01" W, 329.48 feet; Thence N 89°33'23" W, 970.20 feet; Thence N 49°03'30" W, 59.13 feet; Thence S 64°56'31" W, 89.18 feet; Thence N 89°33'23" W, 973.45 feet, along the northerly line of the Rolling Hills Addition No. 6 To The City Of Moscow, Idaho, to the northwest corner of said Rolling Hills Addition No. 6; Thence S 46°04'46" W, 53.32 feet, along the northwesterly line of said Rolling Hills Addition No. 6; Thence departing said northwesterly line, N 48°09'15" W, 146.58 feet; Thence S 41°50'45" W, 210.74 feet; Thence 240.93 feet along a curve to the right, Delta = 48°26'10", Radius = 285.00 feet, Chord = 233.82 feet, and a Chord Bearing = S 66°03'50" W; Thence N 89°43'05" W, 69.81 feet, to the TRUE POINT OF BEGINNING.

Parcel contains 22.90 acres, more or less.

B. HOFFMAN UNPLATTED PROPERTY

A parcel of land situated in the southwest quarter of the southwest quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho and being more particularly described as follows:

Commencing at the southwest corner of said Section 9; thence N00°16'55" E 660.27 feet along the west line of said section to the northwest corner of the Rolling Hills Addition No. 1 to the City of Moscow, Idaho as shown on the recorded plat thereof; thence S89°33'24" E 30.00 feet, along the north boundary of said addition, to the easterly right-of-way line of Mountain View Road and the TRUE POINT OF BEGINNING; thence N00°16'55" E 133.46 feet along said right-of-way line to a point on the south boundary of the proposed Windfall Hills Addition to the City of Moscow, the plat being on file with said City of Moscow; thence along said south boundary S89°43'05" E

39.81 feet; thence continuing along said south boundary 240.93 feet along a curve to the left having a radius of 285.00 feet, a central angle of 48°26'10", and a chord of N66°03'50" E 233.82 feet; thence continuing along said south boundary N41°50'45" E 210.74 feet; thence continuing along said south boundary S48°09'15" E 146.58 feet to the westerly boundary of the Rolling Hills Addition No. 6 to the City of Moscow, Idaho as shown on the recorded plat thereof; thence along said westerly boundary S46°04'46" W 295.83 feet; thence continuing along said westerly boundary S15°36'14" E 87.79 feet to the north boundary of said Rolling Hills Addition No. 1; thence N89°33'24" W 314.50 feet along said north boundary to the TRUE POINT OF BEGINNING.

II. PUBLIC IMPROVEMENTS

DEVELOPER agrees to design and install the following Jansen Street Extension public improvements, at DEVELOPER'S expense, pursuant to this 2009 MOU in accordance with CITY standards duly adopted by resolution of the City Council and in accordance with approved engineering plans : subgrade, paving, curb and gutter, sidewalks, retaining walls, pathways, drainage system, and a water main.

DEVELOPER agrees to install the remaining Mountain View Road frontage public improvements, at DEVELOPER'S expense, shown on the approved Windfall Hills Subdivision engineering plans in accordance with the Development Agreement entered into between the parties on July 21, 2008.

III. DEVELOPER SHALL DO ALL OF THE FOLLOWING:

- A. DEVELOPER shall assume total cost and financial responsibility for, and shall design and construct the Jansen Street Extension or, in lieu of construction, shall deposit with CITY in cash or security acceptable to City Council, sufficient monies to complete all improvements required by CITY in accordance with approved engineering design plans, to City standards, for the Janson Street Extension improvements from the north border of the Windfall Hills Plat to the intersection of Damon Street with the currently existing Janson Street prior to receiving building permits on lots within Phase I of the Plat.
- B. DEVELOPER shall grant to CITY a portion of street right-of-way contiguous with the east side of Mountain View Road from the south side of the Hoffman Unplatted Property to the north end of the western border of the Windfall Hills Plat for the widening of Mountain View Road to the east and, in addition, DEVELOPER shall also grant to CITY a pedestrian and bicycle path easement twenty five feet (25') wide, the length of such properties on or before June 3, 2009 for purposes of allowing the public to use the bicycle and pedestrian path public improvements.
- C. DEVELOPER shall grant a thirty five foot (35') wide easement for street purposes contiguous with the east side of Mountain View Road from the south side of the

Hoffman Unplatted property to the north end of the west border of the Windfall Hills Subdivision Plat for the widening of Mountain View Road to the east on or before May 25, 2009.

- D. DEVELOPER shall file the final plat for Windfall Hills Subdivision by June 3, 2009.

IV. CITY SHALL DO ALL OF THE FOLLOWING:

- A. CITY shall construct improvements on Mountain View Road within CITY limits which improvements include paving, curb and gutter, and a drainage system.
- B. Such improvements shall include Windfall Hills Subdivision frontage and the Hoffman Unplatted Property immediately south of and adjacent to the Third Street extension (shown in the accompanying map).

V. BINDING ON HEIRS AND ASSIGNS AND SUCCESSORS IN INTEREST

This 2009 MOU shall be binding upon the heirs, assignees and successors in interest of the respective parties.

VI. MODIFICATION

DEVELOPER and CITY agree that the provisions of this 2009 MOU may be modified only upon written request of DEVELOPER accompanied by a complete set of plans, and acceptance of such plan modifications by the City Council or by a subsequent MOU between the parties.

VII. SPECIFIC AGREEMENTS

- A. The parties hereby understand and agree that time is of the essence in this 2009 MOU and no building permit shall be issued for the Windfall Hills Plat until the filing of the Final Plat, installation of or the filing of security for the Plat Monumentation, and the construction of or placement of security for the public improvements within the Plat Phase for which the permits are requested, including the construction of Janson Street.
- B. DEVELOPER specifically understands and agrees that this 2009 MOU is entered into voluntarily and not because of any inducement, threat or pressure from CITY or any other party.
- C. This 2009 MOU supersedes Memorandum Of Understanding Between City Of Moscow, Idaho Michael Hoffinan, Developer, Windfall Hills Subdivision entered into by the parties on July 21, 2008.)

IN WITNESS WHEREOF, the parties have executed this 2009 MOU to be effective the date first above written.

DEVELOPER:

CITY:

CITY OF MOSCOW, IDAHO


Michael Hoffman, Developer


Nancy Chaney, Mayor

ATTEST:


Stephanie Kalasz, City Clerk



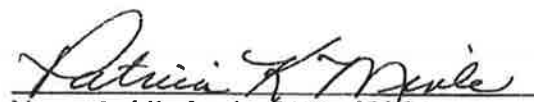
ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 22 day of May, 2009, before me, a Notary Public in and for said State, appeared Michael Hoffman, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for DEVELOPER and has the legal authority to bind DEVELOPER to the duties and obligations contained in this 2009 MOU.



Agreement/MOU Windfall Hills (04-2009)/pm


Notary Public for the State of Idaho
Residing at Troy, Idaho
My commission expires 12/22/09

No. 530170
AT THE REQUEST OF:
CITY OF MOSCOW
DATE & HOUR:
6-11-09 2:30 PM
SUSAN PETERSEN
LATAH COUNTY RECORDER
Fee \$ 0 BY 
ENGINEERING
PO BOX 9203
MOSCOW ID 83843

Jennifer Fleischman

From: Madalyn Asker <madalynasker@gmail.com>
Sent: Tuesday, April 27, 2021 6:09 PM
To: Planning & Zoning Commission
Subject: Harvest Hills Development

Follow Up Flag: Follow up
Flag Status: Flagged

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Hello,

My name is Madalyn, I am a current graduate student of architecture. I was born and raised in Moscow and care deeply about this city and its future. I am writing with regards to the Harvest Hills Development. I believe that the next phases of development violates code in regards to the flood plain, the emergency vehicle access and the irresponsible architecture of the first phase.

We forget that houses are not just for sale. Houses are for people and we have to think of them first. The Harvest Hills development is largely inspired by a model of suburbia that has sold us an idyllic image of life but has done so much damage to our individual happiness, the environment and our collective image of the city. Developers can hardly resist the opportunity to make as little money as possible without considering what is best for the city and its inhabitants. We depend on our surroundings to embody the moods and ideas we respect. The repetitive nature of the Harvest Hills development goes against the goals of the city and leaves potential home owners at the mercy of bad design. These homes were designed in a vacuum and show that there was not much thought about the site, the traffic and quality of space. We owe it to the fields that our houses will not be the inferiors of the land they have replaced. We owe it to the worms and the trees that the building we cover them with will stand in support of the goals of the city and the people who dwell here.

I would urge that the current infrastructure on Mountain View road does not support the projected population that will inhabit the development and should be carefully designed by and built by a more responsible and thoughtful group of people. The city should incentivize the developer into creating more walkable and bike able streets and taking care of the ecology that currently exists.

Thank you for your time,
Madalyn A.

Jennifer Fleischman

From: Davis, Suzie <suziedavis@turbonet.com>
Sent: Wednesday, April 28, 2021 9:11 AM
To: Planning & Zoning Commission
Subject: Harvest Hills

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

To members of the Planning and Zoning Commission,

I am writing to express my concerns over the number of proposed developments occurring within and on the outskirts of the city of Moscow, with an immediate concern about the Harvest Hills development, Areas 1 & 2. My main concerns with this development and the two others (Trail Road and West Palouse River Drive) are:

1. Where are the people coming from that will fill all of these homes?
2. How are these going to be entry level homes when the cost of lumber and other building materials have skyrocketed? Yes, this could just be a passing trend, but all the more reason to postpone the approval until prices go down.
3. What is going to be done with the added congestion and traffic on Mountain View, 6th Street, B Street, and D Street? One fancy crosswalk at 3rd and Mt. View is not going to "cut it".
4. And finally, and most importantly, in my opinion, where is the water going to come from for all these new homes? We are already depleting the water table faster than it can replenish. How is this sustainable?

This feels like a huge increase in housing without much thought to sustainability. There should be more input and discussion with homeowners near these developments and the public in general. I realize this is more difficult to accomplish during a pandemic, but that shouldn't be the excuse. It should be a reason to be more cautious and thoughtful with our actions.

Sincerely,

Suzie Davis

1228 Tamarack Drive, Moscow

Moscow resident since 1968

Jennifer Fleischman

From: Daniel Griebing <daniel.griebing@gmail.com>
Sent: Sunday, April 25, 2021 4:54 PM
To: Planning & Zoning Commission
Subject: Harvest Hills Proposed New Developments

Follow Up Flag: Follow up
Flag Status: Flagged

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Can you please advise how we can gather substantive details on the proposed Harvest Hills development? What is the process for understanding the impact on roads, sidewalks (will there be any), traffic, and impact on kids walking to school? Where is this information?

Further, it is hard to see how some of these lots (or the road) will make sense without undercutting the hillsides of adjacent existing property or building directly on the wetland/creek area. Is there any information gathering or planning that has been done or will be done to show how all this dirt will be moved and hillsides cut into to make these lots and roads? Lines on a map showing lots communicates almost nothing of substance.

It seems like very little information or communication is available for such a large development. Please consider the impact to all your existing tax payers, voters, and long time residents. Please help us understand this without rushing approval for a massive reshaping of our community.

Kind Regards
Daniel and Megan Griebing
2075 Damen st

Jennifer Fleischman

From: Michael Ray
Sent: Friday, April 30, 2021 8:23 AM
To: Jennifer Fleischman
Subject: FW: Moscow is big enough

Follow Up Flag: Follow up
Flag Status: Flagged

From: David and Molly <mdhallock2@yahoo.com>
Sent: Friday, April 30, 2021 7:56 AM
To: Michael Ray <mray@ci.moscow.id.us>
Subject: Fw: Moscow is big enough

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There was an article in yesterday's paper about the Harvest Hills development. While I don't agree with some residents that the Planning and Zoning commission should arbitrarily disapprove developments, I am, unlike Commissioner Nels Reese, sympathetic to concerns about Moscow growing too big. Allowing housing developments to proceed is one thing, actively encouraging new businesses (and more people!) to move here is something else. I don't know if the Commission is doing things (like changing zoning?) to encourage more people to move here but if they are, I hope they are thinking carefully about the consequences of population growth.

By the way, pretty much no one I know thinks more people in Moscow would be a good thing.

Thank you,

Dave Hallock

PS: I would have sent this to the Planning and Zoning commissioners but I couldn't find their email addresses on the city web site.

PPS: The email, below, explains my position in more detail.

----- Forwarded Message -----

From: David and Molly <mdhallock2@yahoo.com>
To: blambert@ci.moscow.id.us <blambert@ci.moscow.id.us>; "council@ci.moscow.id.us" <council@ci.moscow.id.us>; "bbelknap@ci.moscow.id.us" <bbelknap@ci.moscow.id.us>
Sent: Monday, January 18, 2021, 01:17:41 PM PST
Subject: Moscow is big enough

Dear Mayor Lambert, members of the City Council, and Deputy City Supervisor Bill Belknap,

"We want a vibrant and growing Moscow!" we are told with cheerful enthusiasm. Vibrant, I get, but growing? Why growing? Mayor Lambert once told me it was because it would broaden the tax base. I don't know why that would benefit current Moscow residents but I'm not so gullible as to think it means my taxes will go down. My guess is that increases in tax revenues will mostly allow spending to accommodate the increased population. So we get revised systems to help with the increased traffic, competition for parking, demand on utilities infrastructure, and so on.

When I first moved to Moscow in 1973, it was a farming town made vibrant by the University of Idaho. I liked the small size and the rural American character, spiced with national and international diversity from UI. Traffic was relatively light, housing was affordable, lines at the grocery stores and voting booths were reasonable. Moscow is still a great town, though I miss the ruralness it has lost since then.

The population of the US is 158%* of what it was in 1970 and world population is 210%. Inevitably, some of the growth came to Idaho (255%) and Moscow (184%, i.e., not quite double). I don't resent these Idahoan, American, and international immigrants coming to Moscow for a better life. However, I am firmly against government efforts to actively grow Moscow, such as the South Moscow development district. If we encourage businesses and manufacturers to move here, we aren't just providing jobs for current Moscow residents, we are encouraging more and more people to move here and compete for those jobs. The question isn't how many jobs we should have--there will never be enough--the question is how big we want Moscow to be.

Maybe some residents would like Moscow (pop: 25,897*) to be more like Lewiston (pop: 32,883) or Pullman (pop: 35,069) or even Coeur d'Alene (pop: 53,618) but not me! Sure, more people means Trader Joes might open a store here but the bad things that come with being bigger far outweigh the good.

I suggest you ask Moscow residents whether they want Moscow to be a bigger town before actively encouraging development and industrialization. Make sure the stakes are clear: questions like "should we bring more jobs to Moscow" are misleading without clarifying that every 500 new jobs will grow Moscow's population by, say, 2100 people**, and explaining what that means. How much will housing prices and property taxes go up? How will stop light wait times be affected? How many more minutes will it take to get through the grocery store? How much harder will it be to get a parking spot downtown? How much land will be taken out of production and paved over and how will that affect water quality? How much faster will the aquifer be drawn down? What is the anticipated impact on crime rates? Etc.

If Moscow is too small for you, there are plenty of bigger cities around, feel free to move to one! There are plenty of smaller cities, too, but Moscow is, for me, in the sweet spot, and there are precious few of those in Idaho.*** I suspect I'm not alone in this: compare the number of Moscow residents that commute to Pullman with the number of Pullman residents that commute to Moscow. Most people prefer the smaller town. (Or ask Moscow residents if they'd like to be more like Pullman!)

In summary, Moscow is plenty big enough. I strongly object to any efforts on the part of government officials to actively encourage more people to move here.

Respectfully,
Dave Hallock

* 2020 populations are projections (worldpopulationreview.com)

**I've assumed a multiplier effect of 1.4 and a population per job ratio of 3. Presumably, you use more accurate numbers when you analyze the impacts of various pro-growth policies.

*** There are two cities in Idaho with 20-30,000 people. The other is Kuna, near Boise. The next smaller town in north Idaho is Hayden (pop: 15,728).

Jennifer Fleischman

From: Carole Hughes <hurley1148@gmail.com>
Sent: Saturday, April 24, 2021 9:14 AM
To: Planning & Zoning Commission
Cc: Bill Lambert
Subject: Harvest Hills Development Areas 1 & 2

Follow Up Flag: Follow up
Flag Status: Flagged

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Members of the Planning & Zoning Commission:

It is premature for the Planning & Zoning Commission to approve the Harvest Hills Development proposal, areas 1 & 2, without additional information being provided to the public specifying location of sidewalks, green spaces, traffic lights, landscaping... I urge you to postpone the consideration until specifics are provided.

Area 1, of the Harvest Hills development proposal, the nearest to Mountain View Rd., to include 10 twin homes, 4 town houses and 19,000 sq ft of business space, would seriously increase traffic & congestion, especially from autos entering & exiting businesses, and endanger users, mostly young people at the Middle School, tennis courts, skate park, city pool & playing fields & attendees at the Nazarene & LDS Churches, areas already crowded with autos, bikers & walkers. School buses, emergency, police & fire department vehicles would experience difficulties moving through the narrow area.

Home owners along this short stretch of Mountain View Rd. would be most negatively impacted by Area 1, but everyone in Moscow passing through the area would experience the results of both Area 1 & 2 proposals which would add 72 new units of housing & business..

Area 2, proposes 56 single-family dwellings on not much land without mention of sidewalks, street lights, greenspace, play areas, water use, flood plains...

Notice to the residents of the neighborhoods in the vicinity were alerted to the P&Z meeting by a sign on an undeveloped section of road at Janson & Damen Streets posted 5 or 6 days ago. This is not sufficient notice to those whose lives & properties will be dramatically affected by this development.

I urge the members of the P&Z Commission to postpone action on the Harvest Hills Development, Areas 1 & 2, until residents of the area and Moscow have an opportunity to fully understand what is being proposed and how the resulting development would impact their lives.

Thank you for your consideration.

Carole Hurley Hughes

*2053 Damen St.

Moscow

208-882-2209

#Owner since Nov. 2020 - in the process of renovating & occupying

Resident of 1148 Nearing Rd. - 50 years

Resident of 861 N. Lincoln 1968-1979

Jennifer Fleischman

From: pauljehn@roadrunner.com
Sent: Wednesday, April 28, 2021 12:55 PM
To: Planning & Zoning Commission
Subject: Harvest-Hills-PP2-PP1-PUD1---PZ-04-28-21 - comments

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Please accept these written comments regarding the proposed Harvest-Hills-PP2-PP1-PUD1---PZ-04-28-21 as I am unable to attend the public hearing. I was unaware of this hearing until 4/27/21.

I have several concerns regarding this development;

1. The land on the North side of area #2 is sub-irrigated. This means that seasonally there can be a lot of ground water near the surface. My concern is that with extensive cut and fill, the remaining slope will become unstable and susceptible to sliding. I have seen this happen while I was the Ferry County Washington Planning Director in the 1980's
2. Building and development should be curtailed or prohibited with the 100 year flood plain. With the current climate changes occurring, a 1 in 100 year flooding is becoming only too common
3. Water availability: As you know, the report by the Palouse Basin Aquifer Committee indicates that the water levels in the Grande Ronde Aquifer are declining. Although there are proposals for additional sources of water, there seems to be more emphasis on development without looking at water sustainability
4. The proposed development will create more traffic on Mountain View. This road already suffers from congestion (left turns) and the lack of sidewalks. What is the plan for improvements to Mountain View?

Please let me know if I may provide more detail regarding the above.

Sincerely

Paul Jehn, Geologist

Cell 509 680 2652
495 Moser Street
PO Box 9935
Moscow, ID

Jennifer Fleischman

From: pauljehn@roadrunner.com
Sent: Thursday, April 29, 2021 2:14 PM
To: Planning & Zoning Commission
Subject: RE: Harvest-Hills-PP2-PP1-PUD1---PZ-04-28-21 - comments

Follow Up Flag: Follow up
Flag Status: Flagged

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I submitted the following comments to the City yesterday concerning the proposed Harvest Hills development east of Mountain View. It occurred to me later that portions of this drainage would fall under the Clean water act, Waters of the U.S. because there is (or was) intermittent flow to navigable waters.

From: pauljehn@roadrunner.com <pauljehn@roadrunner.com>
Sent: Wednesday, April 28, 2021 12:55 PM
To: p&z@ci.moscow.id.us
Subject: Harvest-Hills-PP2-PP1-PUD1---PZ-04-28-21 - comments

Please accept these written comments regarding the proposed Harvest-Hills-PP2-PP1-PUD1---PZ-04-28-21 as I am unable to attend the public hearing. I was unaware of this hearing until 4/27/21.

I have several concerns regarding this development;

1. The land on the North side of area #2 is sub-irrigated. This means that seasonally there can be a lot of ground water near the surface. My concern is that with extensive cut and fill, the remaining slope will become unstable and susceptible to sliding. I have seen this happen while I was the Ferry County Washington Planning Director in the 1980's
2. Building and development should be curtailed or prohibited with the 100 year flood plain. With the current climate changes occurring, a 1 in 100 year flooding is becoming only too common
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4. The proposed development will create more traffic on Mountain View. This road already suffers from congestion (left turns) and the lack of sidewalks. What is the plan for improvements to Mountain View?

Please let me know if I may provide more detail regarding the above.

Sincerely

Paul Jehn, Geologist

Cell 509 680 2652
495 Moser Street
PO Box 9935
Moscow, ID

Jennifer Fleischman

From: Karen Jennings <karenjenn2019@outlook.com>
Sent: Wednesday, April 28, 2021 6:10 PM
To: Planning & Zoning Commission
Subject: Harvest Hills Development

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Dear Planning and Zoning,
Please delay a decision to approve of the Harvest Hills Development. The impact would be huge and change the landscape, character, and traffic of this area.

Thank you for your work!

Karen Jennings
616 E. 7th St.

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Jennifer Fleischman

From: james morasch <jamesmorasch@hotmail.com>
Sent: Tuesday, April 27, 2021 10:12 AM
To: Planning & Zoning Commission
Subject: Harvest Hills development

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Planning and Zoning -

I'm concerned about the increased density of the Harvest Hills development without some plan about how to handle the increased traffic that will come with that development. I've noticed in the past 35 years that Moscow doesn't plan well to accommodate for the traffic from all the houses to the east to the majority of retail and employment that exists to the west. This puts traffic in areas occupied by children at the middle school, and increases traffic on Est, 6th and 3rd. Those streets are not designed to be major traffic arterials.

Also - Planning and Zoning needs to address the lack of sidewalks and the narrowness of Mountain View from Public Avenue out to Mountainview Park. There's a school that's supposed to be built out there - I can't believe a school can operate out there on a major arterial without any sidewalks. I know that end of town is a hodgepodge of County and City property - if that's the case it all should get annexed into the City.

James Morasch
209 N. Monroe

Jennifer Fleischman

From: LOUISE MORBECK <lmorbeck80@gmail.com>
Sent: Tuesday, April 27, 2021 9:32 AM
To: Planning & Zoning Commission
Subject: Harvest Addition

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Before they put anymore houses up there you need to fix and widen the bridge on Mountain View Rd. and clean out the creek so our places won't flood again. Why are the houses so close together? If one catches on fire they will all burn. If everyone else has to have 25 feet between the houses why don't they? Who pays for all the utilities that have to be put in? Do they pay property taxes? When they had the meeting about the first section everyone there was against it and they said to bad they were doing it anyway. Do they have control over the city now? These are a few things I think the public have a right to know. Louise Morbeck

Jennifer Fleischman

From: Muneta, Joann (jmuneta@uidaho.edu) <jmuneta@uidaho.edu>
Sent: Tuesday, April 27, 2021 7:09 AM
To: Planning & Zoning Commission; Bill Lambert; Maureen Laflin; Brandy Sullivan; Anne Zabala; Art Bettge; Gina Taruscio; Sandra Kelly
Subject: Extend public hearing on Harvest Hills

Follow Up Flag: Follow up
Flag Status: Flagged

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Greetings,

I am writing to request that the P&Z Commission Weds April 28 Public Hearing on the further development of Harvest Hills be rescheduled and postponed so that the public will have a chance to learn more about the project. The project will have great impact on the area and the neighboring City schools, and recreation facilities, and very few knew about the hearing and what is being planned. Please provide time for more public information and communication.

Thank you.
Joann Muneta

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Jennifer Fleischman

From: Mary Bosch Read <idahoreader@gmail.com>
Sent: Monday, April 26, 2021 6:54 PM
To: Planning & Zoning Commission; Bill Lambert; council@ci.moscow.id.us
Subject: Harvest Homes development

Follow Up Flag: Follow up
Flag Status: Flagged

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Hello,

As a long time resident and concerned citizen of Moscow, I am writing in opposition of the planned housing development in the Mt. View Dr. area of east Moscow.

I am astounded at the size of this development. The infrastructure needs alone are reason enough to demand extensive research on the impact of this project. As importantly, and of greater concern is the environmental impact. It was just 2 winters ago that many residents suffered significant flooding in this area. I haven't seen any environmental impact study results and believe these should be not only published but discussed in a public setting. Current residents in the immediate area should be contacted and informed of the increased risks for flooding.

Then there is the devastating toll this will place on the area wildlife, nesting grounds, etc.

This development is bad for Moscow.

Mary Read
205 N. Garfield St.

Jennifer Fleischman

From: Rose, Alan (arose@uidaho.edu) <arose@uidaho.edu>
Sent: Sunday, April 25, 2021 10:36 PM
To: Planning & Zoning Commission
Subject: Harvest Hills

Follow Up Flag: Follow up
Flag Status: Flagged

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More time is necessary before the

Planning & Zoning Commission approves the Harvest Hills Development proposal, areas 1 & 2.
Additional information should be provided to the public before any decision is made

Alan Rose
1114 Highland Drive
Moscow

Jennifer Fleischman

From: marci stephens <marcijs3@gmail.com>
Sent: Tuesday, April 27, 2021 7:19 AM
To: Planning & Zoning Commission
Subject: Harvest Hills - please delay!

Follow Up Flag: Follow up
Flag Status: Flagged

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Please delay the decision on Harvest Hills - or do not approve.

Moscow continues to grow - we need more answers on a limiting resource: WATER.

Please hold your decision until we know from experts what the true costs may be.

Thank you,
Marci Stephens

Jennifer Fleischman

From: christine suquet <cpsuquet@gmail.com>
Sent: Sunday, April 25, 2021 3:17 PM
To: Planning & Zoning Commission
Subject: Harvest hills

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

As a resident very close to this project & having lived on Mountain View for the past 41 years I am very concerned about the impact this project will have on the whole neighborhood.

There are much too many homes planned on a small acreage and the business is a ridiculous idea that will bring more traffic & certainly parking problems.

I had fought to have the 3rd street bridge good for cars which would have made much sense since there are only 2 streets to move traffic East-West (D and 6th) but the city only listened to people who aren't impacted by the traffic of Mtn View.

This project is located in flood plains and needs some thorough studies on the impact it might have on us residents living in the lower part of this area.

Many children walk to and from schools, ball parks, Hamilton center all year around and will be more at risk with such heavy traffic.

Please listen to concerned citizens and not to the builder who is only looking at his profit & doesn't care about the impact of his project on the neighborhood.

Sincerely,
Christine Suquet

Sent from my iPhone

Jennifer Fleischman

From: Kathleen Warren <kathleenkw1@gmail.com>
Sent: Monday, April 26, 2021 5:20 PM
To: Planning & Zoning Commission
Cc: Bill Lambert; Council
Subject: Harvest Homes proposal

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Dear Commission members, Mayor Lambert, and Moscow City Council ,

I understand you will be ready to reconsider the plans for the Harvest Homes development this week, Wednesday evening. I did not see any publicity about this meeting and came on the listing of your agenda by accident. I reviewed the history of the proposals for this plat in Daily News accounts from 2014 on.

My research and personal connection with this area leaves me with serious concerns about the plans. I could not find anywhere where you have resolved the issue of service vehicles access, congestion, danger to middle school and (when constructed) Logos school pedestrians, and ambulatory Good Sam residents (including myself) and their visiting families, as well as all other regional residents who walk dogs, bike, as well as drive that part of Moscow. These were mentioned early on in the history of this proposal, but I couldn't find follow up.

With the additional traffic the Logos development is already causing, added to the seasonal baseball and soccer attendees use of Mountain View, the proposed Harvest Homes expansion's impact on traffic and quality of life is truly hard to sanction.

I have hiked through that area of the hills and often needed to turn back because of soggy ground. If it by chance on the flood plain?

I would urge you strongly to reconsider this proposal and postpone the final decision without more consideration for and input from Moscow residents and school populations who will be affected.

Sincerely,
Kathy Warren
2469 E. F Str.

--
Kathy Warren
Phone: 509-432-4912
kathleenkw1@gmail.com

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A SEVENTEEN POINT TWO (17.2) ACRE AREA OF LAND GENERALLY LOCATED EAST OF THE CURRENT TERMINUS OF EAST THIRD STREET, KNOWN AS HARVEST HILLS 2ND ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on April 8, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on April 28, 2021; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a seventeen-point two (17.2) acre area of land generally located east of the current terminus of East Third Street.
3. The subject property has historically been utilized for agricultural purposes and is currently vacant. The property is adjacent to single family residential developments (Damen's Addition, Skyview Estates Addition, Moser Estates Addition) to the north, the Rolling Hills Additions to the south, and the Harvest Hills 1st Addition directly to the west. Moser Park is directly adjacent to the east and is currently undeveloped.
4. The subject property contains areas of moderate to steeply sloping topography as the land slopes down from the southeast portion of the property in a northwesterly direction with slopes up to 20%.
5. The subject property is currently designated as Auto-Urban Residential (AU-R). AU-R designated areas,

“designated areas contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-

family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate."

6. All of the surrounding subdivisions are also designated as Auto-Urban Residential, with the exception of the 2.16-acre Neighborhood Business parcel in Harvest Hills 1st Addition which is designated as Suburban Commercial. All parks and open space within the area including the Moser Park property located directly to the east of the subject property are designated as Parks and Open Space.
7. The Comprehensive Plan designates Mountain View Road as a minor arterial and the proposed extension of Third Street as a collector. All other surrounding streets are designated as local neighborhood streets.
8. The subject property is currently designated as the Moderate Density Residential (R-2) Zoning District. The properties to the north, east, and south of the subject property are also zoned R-2. Harvest Hills 1st Addition to the west is zoned a combination of the Neighborhood Business (NB) and Medium Density Residential (R-3) Zones.
9. The R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:
 1. Single family dwellings predominate.
 2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
 3. Utilities and other public facilities are adequate for the densities allowed.
 4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.
10. Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities.
11. The applicant is proposing to subdivide the existing 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size. All of the proposed lots meet the minimum lot size of 7,000 sf and minimum lot width of 60 feet for the R-2 Zoning District.
12. Water service is proposed to be extended via existing water mains that have been extended to the current terminus of Third Street at the far east end of Harvest Hills 1st Addition. A new water main will be extended off of the existing and will extend along the Third Street alignment to the eastern subdivision boundary.
13. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 56 lots could be reasonably anticipated to use approximately 5.24 million gallons of water per year ($56 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 5.24 \text{ M gallons/year}$).
14. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Engineering has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.
15. Sanitary sewer currently exists within the Third Street alignment on the subject property and is currently connected to Rolling Hills 8th Addition. This 8 inch sanitary sewer main was installed a few years ago as part of an agreement between the previous Windfall Hills developer and the developer of the Rolling Hills Additions. Sanitary sewer mains will be extended through Janson Street and Amber Court to the eastern subdivision boundary.

16. The Engineering Department has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.
17. Storm Sewer will be conveyed through the subdivision through a new main in Third Street that connects with the main in Harvest Hills 1st Addition and the storm main extending from Rolling Hills 8th Addition. The stormwater will ultimately be conveyed to stormwater detention ponds in Harvest Hills 1st Addition. The stormwater detention ponds then drain to Paradise Creek.
18. The subject property is located adjacent to Third Street to the west which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, and bike lanes, curbing, gutter, and sidewalks on both sides of the street. A portion of the north side of Third Street within Harvest Hills 1st Addition is widened to provide nine (9) on-street parking spaces per a City Council condition for the Harvest Hills 1st Addition plat.
19. The proposed preliminary plat includes the continuation of Third Street to the east. Third Street through the subject property is also considered a collector street and will be developed to the same standard as Harvest Hills 1st Addition, with bike lanes and no on-street parking permitted.
20. There are two pedestrian pathway connections provided on the preliminary plat. At the far east end of the development there is a right-of-way dedication that provides a ten-foot-wide connection from Amber Court to Moser Park. Additionally, between Lots 8 and 9 of Block 4 there is a proposed ten-foot-wide pedestrian easement which allows for the connection of the pedestrian pathway which extends to the property from Third Street to the south.
21. The subject property contains approximately 13.32 acres of net developable land. Since the entire property is within the R-2 Zoning District, the developer is required to dedicate 5%, which equates to 29,031 square feet. There is an excess balance of 11,265 square feet that was dedicated and banked as part of Harvest Hills 1st Addition, which results in a total parkland dedication requirement of 17,747 square feet. The developer has proposed a 19,083 square foot island at the center of the cul-de-sac and a 10-foot-wide, 1,525 square foot tract that provides pedestrian access from Amber Court to Moser Park. The sum of the two proposed dedications meets the parkland dedication requirement of the proposed subdivision. David Schott, Assistant Parks and Recreation Director, has indicated within the attached April 19, 2021 memo that he is in support of the proposed dedication.
22. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on February 26, 2021 to discuss the proposed preliminary plat.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Moderate Density Residential (R-2) Zoning District, including lot area, dimensions and other relevant provisions. The proposed preliminary plat is also in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited

to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland

2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The extension of Third Street is consistent with the Thoroughfare Plan to ultimately connect to the segment of Third Street that continues through the Rolling Hills 8th Addition. The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of Auto-Urban Residential.
3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Mountain View Road which is a minor arterial, and includes the extension of Third Street which is designated as a collector street. Water and Sewer connections are readily available in the area and a sanitary sewer main has already been installed on the Third Street alignment to connect with Rolling Hills 8th Addition to the southeast. The Engineering Department has determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.
4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the seventeen-point two (17.2) acre area of land generally located east of the current terminus of East Third Street with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this

22nd day of May, 2021.

Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION



Robb Parish
Commission Chair
P&Z@ci.moscow.id.us

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

<https://www.ci.moscow.id.us/457/Planning-Zoning-Commission>

Wednesday
April 28, 2021

7:00 PM

Council Chambers
206 E Third Street

The meeting was called to order at 6:59 PM

MEMBERS PRESENT: Robb Parish, Chair; Rich Beebe, Scott Gropp, Joel Hamilton (virtual), Michael Nelsen, Nels Reese, Victoria Seever, Dennis Wilson
OTHERS: Maureen Laflin (virtual)
STAFF: Jennifer Fleischman, Mike Ray

REGULAR AGENDA

1. Approval of April 14, 2021 Minutes (ACTION ITEM)

Wilson moved for approval of the minutes as presented, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three minutes.

None.

3. Public Hearing: Proposed Planned Unit Development (PUD) and Preliminary Plat of a 2.16-acre parcel located at 1606 E. Third Street within the City of Moscow – Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD: LUP2021-0007 & LUP2021-0013 (ACTION ITEM)

Proposed Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twin-home parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD.

Ray presented the proposal as described above, providing an abbreviated background of Harvest Hills proposals over the past decade and showing the floodplain and stormwater areas on a map. The preliminary replat and PUD were addressed separately, details and information for both provided at length. The PUD application requested a reduction of some of the side yard and front yard setbacks, as well as street side setbacks. Staff recommended that the typically required Type A Landscape Buffer between the Neighborhood Business parcel and adjacent properties not be required except for the proposed 17,905 sf Neighborhood Business parcel. Staff recommended approval of the applications with two conditions regarding stormwater management.

The townhouse parcel of Lot 2 would not have a landscape buffer between it and the Neighborhood Business parcel of Lot 1. The only landscape buffer would be along the western and southern boundary of Lot 1. The PUD process allows for some deviation from standard Neighborhood Business zoned lots, but Lot 1 is considered the front of the entire property which would keep it in compliance with rules regardless of PUD status.

Public Hearing opened at 7:24 PM

Scott Becker (applicant), Moscow, covered the background of the proposed replat and PUD decisions, citing the need to create a smaller private road to keep the properties large enough to comfortably house residences. The center of the private road island is intended to be landscaped.

Phil Rheingans (applicant), Moscow, justified the request to deviate from standard PUD setbacks, stating that there would still be ample room around each building for Fire Department access. There would be an additional landscape buffer next to Lot 2 to accommodate the lack of setbacks on that side, and the parking lot for Lot 1 would also be next to it for more room. The swale indicated on the plans was addressed.

Steve Kadlec, Moscow, was opposed to the PUD and replat, and asked about sustainability surrounding water table uses in future development. The City uses approximately half of its available water rights and the City Council would be the appropriate hearing body to address water sustainability.

Carole Hughes, Moscow, was opposed to the PUD and replat, and asked how the Palouse Basin Aquifer Committee (PBAC) makes decisions regarding current usage and planned future use of the reservoirs. Concern was expressed about using more water than the reservoir can support in the foreseeable future.

Patricia Taylor, Moscow, was opposed to the PUD and replat, and brought up the increase in activity of the proposed PUD and plat area, especially regarding the possibility of having a convenience store on the corner of Third and Mountain View.

Jeanne Elliott, Viola, was opposed to any development, and requested a survey of the Moscow Community before more growth was approved. EMSI and SEL's respective expansions in Moscow will require more employees, which will precipitate growth and result in a city more like Coeur d'Alene. There was concern expressed regarding PBAC's proposed plans for future water supply use.

Elise Augenstein, Moscow, was opposed to any development, and concerned about the flooding of Paradise Creek around Hillcrest, Mountain View, and Bridge Street. The impermeable areas of new developments would influence and increase flooding hazards, and the stream located outside of the proposed plat would also be affected by the proposed growth.

The Paradise Creek Flood Hazard Mitigation Study is currently ongoing and project status, reports, and outcomes will be available in the future. The impervious areas proposed in the plans would all be mitigated by stormwater detention ponds. The stormwater from the east side of the subject property is mostly runoff that currently comes from the Rolling Hills Additions, and would be addressed as outlined in the current proposal.

Kathy Warren, Moscow, was opposed to any development, and concerned about the water supply use in the City. Concern was expressed about street congestion in the proposed PUD and plat area, and it was requested that infrastructure be improved to provide better traffic safety and pedestrian pathways. The Fire Department has reviewed the proposed plans and approved the access and routes regarding the property.

Carole Hughes, Moscow, spoke again and expressed concern about the future development and corresponding congestion on Mountain View. Lack of notice regarding the proposed development was addressed as well as the proposed danger of traversing Jansen Street after completion.

There was a list provided in the agenda packet of the people who were contacted for the developers' Neighborhood Meeting and for the Public Hearing. Moscow City Code requires that notices are sent out to all property owners within 600-feet, which is double the State of Idaho requirements.

Jeanne Elliott, Viola, spoke again about some concerns regarding moving forward with developments during a pandemic when residents could possibly be hesitant to attending public meetings.

Patricia Taylor, Moscow, spoke again and repeated the concerns about school-age children possibly frequenting a store on the Neighborhood Business parcel. A convenience store is not in the proposed plans for the PUD and replat. The whole property is currently designated as Neighborhood Business.

Carole Hughes, Moscow, spoke again and was concerned about Block 1, Lot 1 being zoned Neighborhood Business.

Parish submitted fourteen (14) emailed citizen comments to the public record.

Public Hearing closed at 8:04 PM

The original rezone and preliminary plat that was proposed was recommended for denial by the Planning & Zoning Commission, but was approved by the City Council in 2016. Traffic would be addressed if it became an issue, but the main roads would all have bike lanes, sidewalks, and would be designed to handle the proposed increased traffic in the area. A roundabout is planned to be constructed at the intersection of Mountain View and Sixth Street, as soon as the summer of 2021.

The Commissioners spoke to the request of declaring a moratorium on allowing more people into Moscow, especially regarding the realm of control of the Planning & Zoning Commission. There was talk about the upcoming projects that have been in the works for years and would fill in the empty parcels of the City. It was pointed out that the proposed project is currently zoned Neighborhood Business, and could accommodate a larger commercial business if the proposed PUD is not approved. There followed discussion about providing more affordable housing options as well as pursuing denser community instead of sprawling developments.

Wilson moved to recommend approval of the replat and PUD with the two conditions as recommended by Staff, seconded by Reese. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

Nelsen moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Seever. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

4. Public Hearing: Proposed Preliminary Plat of a 17.2-acre area generally located east of the intersection of Third Street and Mountain View Road within the City of Moscow - Harvest Hills 2nd Addition: LUP2021-0008 (ACTION ITEM)

Proposed Preliminary Plat of a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition.

Ray presented on the proposed preliminary plat as described above, and went over the background of the land since 2005, which included several MOU's between the developer of Windfall Hills/Harvest Hills and the City. Staff recommends approval of the proposed application with no conditions.

Public Hearing opened at 8:40 PM

Scott Becker (applicant), Moscow, spoke about the time and detail that was put into the proposed project. Phil Rheingans (applicant), Moscow, explained that the proposed lot sizes were designed to be similar to the surrounding neighborhoods, and that the parkland dedication would be larger than required by code.

Dennis Baird, Moscow, spoke neutrally with concern about losing the adjacent stream located north of the property. It was requested to keep the stream as a swale along the valley to potentially sustain the current wildlife utilizing it.

Lynn Baird, Moscow, spoke neutrally about the parkland dedicated areas being located close to each other, as opposed to being separated with more distance or combined into one larger park.

Jeanne Elliott, Viola, was opposed to developmental growth in Moscow and recommended a study on the growth in Moscow. She seconded the sentiment about preserving the wildlife on the subject property that was proposed by the previous commenters. There was also concern about the current water supply and the City potentially adding chemicals to water sources.

Dan Griebeling, Moscow, spoke neutrally and requested a walking path instead of a street along the Jansen Extension.

Phil Rheingans (applicant), Moscow, spoke to the previous comments on the swale, but said it would not be feasible to leave it there because of the need to grade.

Public Hearing closed at 8:54 PM

There was some more discussion about having the Engineering Division look at the possibility of a swale on the subject property. It was proposed to have an evaluation from Engineering as a condition of approval. The conversation continued about how that might complicate the relationship between the private ownership of the property and a City owned, or maintained, swale. There followed some conversation about the island in Amber Court and it being attached to Moser Park.

Gropp moved for to recommend approval of the Preliminary Plat with no conditions as recommended by Staff, seconded by Hamilton. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

Nelsen moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

5. Proposed Final Planned Unit Development (PUD) and Final Subdivision Plat for numerous parcels generally located north of the intersection of Sixth Street and Deakin Avenue within the City of Moscow – University Gateway on Sixth Addition: LUP2021-0014 & LUP2021-0015 (ACTION ITEM)

- 1. Proposed Planned Unit Development (PUD) of a 1.41-acre area to construct twenty-seven (27) townhouse dwellings and a 4-story multi-family building containing eighteen (18) dwelling units with enclosed parking on the ground floor.*
- 2. Proposed Preliminary Subdivision Plat of a 2.49-acre area to create twenty-seven (27) townhouse parcels ranging from 696 to 829 square feet in size; one (1) Multi-Family Residential (R-4) parcel of 0.37 acres in size; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the University Gateway on Sixth Addition.*

Ray presented on the proposal as described above, giving an overview of the preliminary plat that was approved previously, with three conditions as part of the plat approval. There were some slight changes that occurred since the preliminary plat stage, that all had to do with the building design, but did not affect the overall plan that was previously approved. Staff recommended approval be forwarded to City Council with no conditions.

The Commission commented that the proposal appeared to be fairly similar to what was originally approved. It was brought up that the lots that would not be immediately developed would be grass.

Jim Stephens (applicant), Moscow, spoke about keeping the land uniform to Ghormley Park, which meant keeping it as grass, in order to keep the land seamless between the Park, University, and the proposed development.

Wilson moved to recommend approval of the final plat and final PUD with no conditions as recommended by Staff, seconded by Seever. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

REPORTS

1. Transportation Commission Meeting

The next Transportation Commission meeting is scheduled to occur on May 13th.

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

1. Next Planning & Zoning Commission regular meeting is scheduled for May 12, 2021.

The meeting adjourned at 9:14 PM



Robb Parish, Chair

CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

Gateway on Sixth Development Agreement (ACTION ITEM) - Todd Drage

RESPONSIBLE STAFF

Todd Drage

REVIEWED BY

Administrative Committee or Public Works / Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

None.

DESCRIPTION

James Stephens, on behalf of J & S Holding Company LLC, has submitted to the City a final plat for the development of the property East of Ghormley Park on Sixth Street. On September 8, 2020 The City Council approved the preliminary plat for this property. The final plat is titled Gateway on Sixth and will be presented for City Council approval on May 17th. If the final plat is approved by City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items.

Item was reviewed by the Public Works Finance Committee on 5/10/2021 and was forwarded to the City Council as a regular agenda item with no recommendation.

STAFF RECOMMENDATION

Approve the Development Agreement with J & S Holding LLC for Gateway on Sixth.

PROPOSED ACTIONS

PROPOSED ACTIONS:

Approve the Development Agreement with J & S Holding LLC for Gateway on Sixth, or take such other action deemed appropriate.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

None.

ATTACHMENTS

1. DevelopmentAgreement - Gateway on 6th (2021)_final

**DEVELOPMENT AGREEMENT
BETWEEN J & S HOLDING COMPANY, LLC
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN J & S HOLDING COMPANY, LLC AND THE CITY OF MOSCOW, IDAHO is entered into this _____ day of _____, 2021, by and between J & S Holding Company, LLC, whose address is 11245 N. Eastshore Drive, Hayden, ID 83835 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as University Gateway on Sixth subdivision to the City of Moscow, Latah County, Idaho; and

WHEREAS, DEVELOPER understands that improvements required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed subdivision; and

WHEREAS, CITY desires to ensure that public improvements, consisting of water mains, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices, and sidewalks are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to the Moscow City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this Agreement; and

WHEREAS, DEVELOPER enters into this Agreement of DEVELOPER’s own free will and accord, without coercion, without inducement, and at DEVELOPER’s request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this Agreement and prior to signing it;

NOW, THEREFORE, DEVELOPER and CITY hereby agree as follows:

I. **PROPERTY AFFECTED.**

This Agreement affects property to be known as University Gateway on Sixth subdivision within the City of Moscow, Latah County, Idaho, more particularly described as follows:

A parcel of land located in the southeast quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 7, from which the south quarter of said Section bears S 87°45'17" W, 2673.50 feet; Thence S 87°45'17" W, 1070.11 feet along the south line of said section to the intersection with the northeasterly right of way line of the former Blue Mountain Railroad (UPRR); Thence N 36°38'03" W, 32.23 feet along said easterly line to the intersection with the north right of way line of Sixth Street, Thence along said north right of way line N 88°16'46" E, 45.73 feet, to the POINT OF BEGINNING;

Thence S 88°16'46" W, 30.49 feet to the easterly line of a parcel of land described in Quitclaim Deed Inst. No. 493001, LATAH County Records; Thence along said east line, N 36°38'03" W, 197.32 feet to a point on the west line of Block 6 of Lieuellen's Third Addition; Thence along said west line, S 00°27'03" W, 130.18 feet; Thence continuing along the west line of said parcel, S 36°38'03" E, 38.68 feet to a point on the north right of way line of Sixth Street; Thence leaving said parcel and along said right of way line, S 88°16'46" W, 121.95 feet to the southwesterly right of way line of the former Northern Pacific Railroad & city of Moscow, Ghormley Park boundary line; Thence along said right of way line, N 36°38'03" W 189.46 feet to the southwest corner of a parcel of land described in Quit Claim Deed Inst. No. 495435, Latah County Records; Thence leaving said right of way line and along the southerly boundary line of said parcel, N 53°21'57" E, 59.44 feet; Thence continuing along said parcel the following three courses: Thence S 36°38'03" E, 225.58 feet; Thence N 53°21'57" E, 119.06 feet; Thence N 36°38'03" W, 181.11 feet to the southwest corner of parcel as described in Warranty Deed Inst. No. 550002, Latah County records; Thence along the south line of the parcel described in Warranty Deed Inst. No 573574, Latah County records, S 89°29'56" E, 78.40 feet to a point on the northeasterly right of way line of the former Palouse River Coulee City Railroad; Thence along said northeasterly right of way line, S 36°38'03" E, 542.63 feet to the northwest corner of a parcel of land described in Quitclaim Deed Inst. No. 550001, Latah County Records; Thence leaving said right of way line, S 00°27'03" W, 62.18 feet; Thence S 36°38'03" E, 14.07 feet to the POINT OF BEGINNING.

Containing 2.49 Acres, more or less.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to, water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

III. TERM.

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

- A. Until all public improvements have been completed and accepted by CITY; and
- B. Until the warranty period for public improvements has expired; and
- C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Section 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed

Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction; and

- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

DEVELOPER agrees to provide security for the public improvements in the amount to be determined by the City Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the development. If this security is in the form of an irrevocable letter of credit or bond, the secured improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the City Engineer as conditions warrant.

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

As part of the subdivision process, this proposed lot division falls under the following requirements of parkland dedication codes of the City:

- Proposed subdivision containing 2.49 acres
- Zoned CB & R-4: (9% parkland dedication requirement)
- Net developable property: 9,780 square feet (0.037 acres), or $\$13,500/\text{acre} = \$3,032$

DEVELOPER requested a City/Property owner cooperative project that includes a pedestrian/bicycle pathway connection from Sixth Street to Ghormley Park parking lot, giving access to Third Street utilizing a cost-share approach. The first phase is to be constructed by DEVELOPER and will be from Sixth Street to the NW end of the project.

The second phase would complete the connecting pathway to the Ghormley Park parking lot, at the City's expense. DEVELOPER's investment in the first phase satisfies all parkland dedication requirements.

X. PHASING.

Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in five Phases. The five (5) Phases are shown on the attached Phasing Plan, see Attachment 'A'. No building permit shall be issued for any phase of this development until after all public improvements, related to each preceding phase of this development, are completed, installed and accepted by CITY in accordance with this Agreement.

All proposed phasing of this development has been submitted and approved of prior to the execution of this Agreement and shall not be modified unless agreed in writing and specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision.

XI. AS-CONSTRUCTED DRAWINGS.

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar, final as-constructed drawings for the public improvements described herein, unless such requirement is waived by the City Engineer.

XII. FAILURE TO COMPLY.

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY.

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal

expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER

J & S Holding Company, LLC.
11245 N. Eastshore Drive,
Hayden, ID 83835
Phone: (208) 640-9301

CITY

City of Moscow, Idaho
Bill Lambert, Mayor
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

XIX. UNDERSTANDING.

DEVELOPER has read and understood this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into it knowingly, voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

DEVELOPER:

CITY:

J & S Holding Company, LLC.

City of Moscow, Idaho

James L. Stephens, Member

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF IDAHO)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared James L. Stephens known to me to be the owner of the affected property.

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

(seal)

NOTARY PUBLIC

Residing at _____

My Commission _____

Phasing Plan for University Gateway on Sixth PUD

Phase One (yellow)

Phase one will be the construction of the fire lane starting at Lily Street and crossing the center of the PUD then running north and south along Ghormley Park. The fire lane and Public Access Easement will connect with Sixth Street, giving the necessary connectivity for the fire department vehicles and pedestrian walkway.

Phase Two (pink)

Phase two will be the construction of townhouses 1 through 8.

Phase Three (blue)

Phase three will be the construction of townhouses 9 through 14.

Phase Four (green)

Phase four will begin with the construction of townhouses 21 through 27. Once the townhouses are started, the balance of the fire lane will be completed.

Phase Five (orange)

Phase five will start with the lot 28. A 55 and older, 4 story tower will be built on the site. Townhouses 18 through 20 will be the last phase since it will have the least impact on the University Gateway on Sixth Development.

Contingency plans regarding the site development

Depending on the housing market and a change in economic conditions, Phase Four (green) might be moved in front of Phase Three (blue). Next to be built would be the 55 and older, 4 story tower (Phase Five, lot 28). It would be constructed next in order to cause minimum impact on the townhouse owners. Phase Two (blue) would be constructed next with Phase Five (orange) townhouses 15 through 20 completing the project.

The contingency plan would look like this in order of construction:

1. Phase One (yellow, fire lane and public access easement along Ghormley Park)
2. Phase Two (pink, parcels 1-8)
3. Phase Four (green, interior fire lane, parcels 21-27)
4. Phase Five (orange, parcel 28)
5. Phase Three (blue, parcels 9-14)
6. Phase Five (orange, parcels 15-20)

Recieved 04-09-2021

A Subdivision to the City of Moscow, located in the S1/2 of the SE 1/4, Section 7, T39N, R5W, Boise Meridian, Latah County, Idaho



Addendum to the Phasing Plan for University Gateway on Sixth PUD

This is an addendum to the **Phase One** (yellow) plan. Along with the previously submitted construction plans listed in **Phase One** (yellow), J&S Holding Company, LLC will, concurrently, add access to the south parking lot from the Sixth Street driveway (east of Patty's Kitchen). We will remove the planter that is blocking thruway access; add new curbs, repave and strip. This will create access into the property when traveling west on Sixth Street. We will also stripe the driveway apron for a right turn onto Sixth Street when leaving the parking lot. The goal is to create a right in and a right out for access and egress from and onto Sixth Street.

Another addition will be the installation of removal bollards at the Lily Street entrance to the property to allow for only pedestrian and bicycle traffic. They are removable so that the fire department vehicles will have access to the development. Removable bollards will also be added along the sidewalk fronting Sixth Street for the same reason mentioned above.

Finally, in order to present a more welcoming and park-like appearance, we will be planting and maintaining grass on parcels 21-27, 28, 29, 30 and 31. As each parcel is developed the appropriate grass area will be abandoned.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 17, 2021



AGENDA ITEM TITLE

University Gateway on Sixth Final Planned Unit Development and Final Plat (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On September 8, 2020, Moscow City Council approved the University Gateway on Sixth Addition rezone and preliminary Planned Unit Development (PUD) with no conditions, and approved the preliminary plat with three conditions. On April 9, 2021 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat and final PUD at their meeting on April 28, 2021 and recommend approval to City Council.

STAFF RECOMMENDATION

Approve the University Gateway on Sixth Final PUD and Final Plat.

PROPOSED ACTIONS

PROPOSED ACTIONS:

Approve the University Gateway on Sixth Final PUD and Final Plat; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Memo
2. Packet
3. Council Minutes and RCS

Memo

To: City Council

From: Mike Ray, AICP - Planning Manager

Date: May 11, 2021

Re: University Gateway on Sixth Final Plat and Final PUD Review

The Planning & Zoning Commission conducted a public hearing on July 22, 2020 to consider the request of J&S Holding Company, LLC for a rezone, preliminary subdivision plat, and planned unit development (PUD) for a 2.49-acre area of land generally located to the north of the intersection of Sixth Street and Deakin Avenue referred to as University Gateway on Sixth Addition. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with three conditions and recommended approval of the rezone and PUD with no conditions.

City Council then conducted a public hearing on September 8, 2020 and approved the University Gateway on Sixth Addition preliminary plat with same three conditions recommended by P&Z and approved the PUD and rezone with no conditions. The three conditions on the preliminary plat were:

1. The water line tap design for the 4-story multi-family property will need to be revised to come directly from a City water main instead of a dedicated fire hydrant line, as is currently proposed.
2. All water lines from water main to each water meter and each fire hydrant are required to be within a City easement to allow access.
3. The access drive at the southwest end of the property near the Sixth Street and Deakin Avenue intersection is limited to emergency vehicle and pedestrian access only due to the proximity to the intersection.

On April 9, 2021 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. Staff has reviewed the final plat and final PUD for conformance with City and State Code requirements and found both to be in conformance. The Planning and Zoning Commission reviewed the final subdivision plat and final PUD at their meeting on April 28, 2021 and recommend approval to City Council.



**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph.: 208-883-7035
Fax: 208-883-7033
jfleischman@ci.moscow.id.us

For City Use Only			
Date Received		4/9/21	
Dept	Fee Type	Fees	Paid
CD	Final Review	\$425 plus \$27/lot	4/9/21
Receipt Number		LUP2021-0014	

APPLICATION FOR FINAL SUBDIVISION PLAT

APPLICANT:

Name: J & S HOLDING COMPANY, LLC Telephone: (208) 640-9301
Complete Address: 11245 N. EASTSHORE DRIVE, HAYDEN, ID 83835
E-Mail: jafstephens@earthlink.net Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: HODGE & ASSOCIATES / RIM ROCK CONSULTING Telephone: (208) 882-3520 / (208) 882-3520
Complete Address: 405 S. WASHINGTON ST / 129 W. 3RD #102 MOSCOW, ID 83843
E-Mail: NURINIMMER@MOSCOW.COM / TAMARA@RIMROCKCONSULTING.NET Fax: _____

Primary point of contact (select one): Applicant _____ Owner _____ Engineer/Surveyor ☒

PROPERTY:

- Proposed Subdivision Name: UNIVERSITY GATEWAY ON SIXTH
- Address(as) or Parcel Number(s): RPM00000078970A, RPM00000078870A, RPM0550006022CA
- Gross area of all land involved: 2.49 acres, and/or 108,464.4 sq.
- Total Net Area of land area exclusive of proposed or existing public street and other public lands: 2.49 acres, and/or 108,464.4 square feet.
- Total number of lots: 31 Average lot size: 637,696,714,813,827 SQ FT
.20 AC, .29 AC

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

Oversizing of utilities will not be eligible for reimbursement from the City unless a written request is submitted to the City Engineer prior to approval of the project construction drawings and a written approval of such request is issued by the City Engineer.

FINAL PLAT CHECKLIST:

All Final plats, including the legal description of the exterior boundary, shall be prepared in accordance with the Idaho Code. Final plats shall be drawn to a scale no larger than 1"=100' unless pre-approved by the city engineer. The final plat drawing shall not be substantially different than the approved preliminary plat for the subdivision and shall contain the following information:

- _____ 1. Name of subdivision and its location by section, township, range, and county, with drawing scale, date of submission, and north arrow.
- _____ 2. Name, address, phone number, registration number and seal of the professional land surveyor preparing the plat, and name of subdivider and owners of property being platted.
- _____ 3. Boundary lines of property being platted including bearings, distances and curve data based on an accurate survey in the field closing within the tolerances prescribed by Idaho Code; lines of departure and owners of unplatted adjoining property; and lots, blocks and names of adjoining subdivisions. Adjoining subdivision lots shall be shown with dashed lines.
- _____ 4. Names and widths of all proposed streets; bearings, distances, and curve data of all street centerlines; location, width, purpose, and dimensions of easements; location and description of all property being dedicated for public use. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.
- _____ 5. Location, name, and widths of adjacent street rights-of-way, the location and width of adjacent public easements, and the location and purpose of any adjacent property previously dedicated for public use.
- _____ 6. Lots and blocks with lots numbered consecutively within each block; bearings, distances, and curve data for each lot; the square footage of lots less than one acre in size or acreage of lots one acre or greater. Blocks shall be labeled consecutively. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.
- _____ 7. Location and description of all monuments, including found monuments. If interior monuments are not set at the time the plat is recorded (as allowed by Idaho Code), include a statement indicating the date which they shall be set. Said date shall be approved by the City Engineer.
- _____ 8. Basis of bearing used to determine bearings shown on plat.
- _____ 9. Point of beginning of the subdivision with ties to the point of beginning from a minimum of two established corners of the Public Land Survey System (PLSS) in one or more of the sections containing the subdivision. List the recording numbers of the corner perpetuation and filing forms of the PLSS monuments. List horizontal coordinates for each PLSS monument and the point of beginning based on the Idaho Coordinate System West Zone. All coordinates values shall be grid coordinates based on the North American Datum of 1983 (NAD83) and specified as such.
- _____ 10. Street centerline monuments at each intersection, point of curvature, and point of tangency. Street monuments shall be constructed in accordance with City of Moscow standard specifications for street monuments. All other monuments shall be as prescribed by Idaho Code.
- _____ 11. Signed certificate by the owners of the land containing a correct legal description of the land, with the statement containing their intentions to include the same in the plat, and make a dedication of all public rights-of-way, easements, and parkland. The owners' signatures upon the certificate shall be notarized upon the plat by an officer duly authorized to take acknowledgements. If the property being mortgaged, the signature of the mortgagee's representative is also required.

- _____ 12. Signed certificate by the land surveyor, stating that the plat is correct and accurate, the land survey of the platted property was performed by him/her or under his/her direct supervision, the monuments indicated on the plat have been located as described, and the surveying and platting was done in accordance with Idaho Code. The statement shall be accompanied by the seal of the registered professional land surveyor, signed and dated. The surveyor shall in every case have a valid certificate of registration with the Idaho Board of Registration of Professional Engineers and Professional Land Surveyors.
- _____ 13. Signed certificate by the City of Moscow Planning and Zoning Commission with date of approval.
- _____ 14. Certificate stating that the City Council has approved the plat and accepts all public dedications as shown thereon. The certificate shall be signed by the Mayor and attested to by the City Clerk.
- _____ 15. Certificate by the City Engineer that the plat conforms to the requirements of Title 50, Chapter 13, Idaho Code, and with the requirements of this chapter.
- _____ 16. Signed certification by the subdivider stating the City of Moscow has agreed in writing to supply water to all the lots in the subdivision from the municipal water system.
- _____ 17. Certificate signed and sealed by the Latah County Surveyor stating the plat and computations have been checked and the plat meets the requirements of Title 50, Chapter 13, Idaho Code.
- _____ 18. Certificate of satisfaction of the sanitary restrictions, to be endorsed by the Latah County Recorder at the time of filing if the sanitary restrictions have been satisfied according to Idaho Code, Section 50-1326.
- _____ 19. Certificate that taxes have been paid to date on the property to be signed by the Latah County Treasurer at the time of filing.
- _____ 20. Certificate of recording, to be signed by the Latah County Recorder at the time of filing.

SUBMITTAL:

A Subdivision application is made by submitting the following information to the Community Development Department:

- Completed application.
- Payment of application fees.
- One full-sized Preliminary Plat Map and one electronic copy.

I understand this information is a public record and may be posted to a public website.

James H. Stephens
Applicant's Signature

4/8/2021
Date

James H. Stephens
Property Owner's Signature (if different)

4/8/2021
Date

T 39 N, R 5 W, S 7

Moscow Planning & Zoning Commision

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code.

Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this ____day of _____, 2021.

Chairperson, Planning & Zoning Commision

Moscow City Council

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this ____day of _____ 2021.

Mayor, City of Moscow

Clerk

City Engineer, City of Moscow

Examined and approved by the City Engineer this ____day of _____, 2021.

City Engineer, City of Moscow

Latah County Surveyor

Examined and approved by the Latah County Surveyor this ____day of _____ 2021.

Latah County Surveyor

Latah County Treasurer

I hereby certify that taxes and assessments on property shown hereon have been paid for ____ and preceding years as of this ____day of _____, 2021.

Latah County Treasurer

Public Health - Idaho North Central District

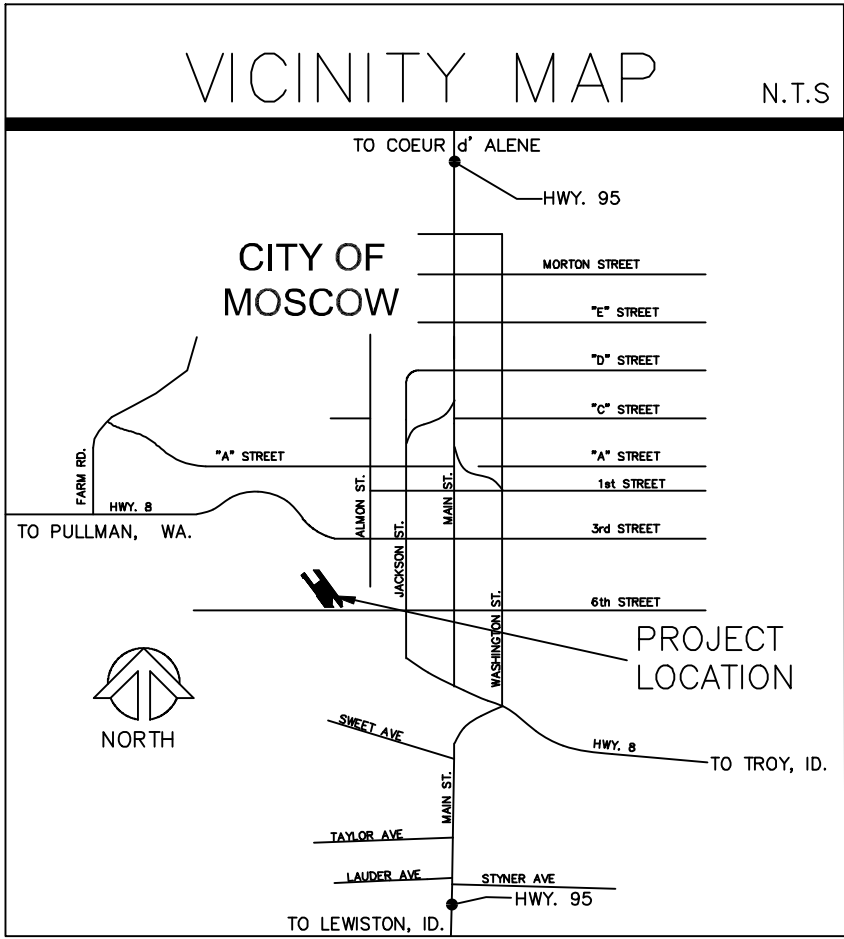
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

North Central District Health Department, REHS

Date

UNIVERSITY GATEWAY ON SIXTH

A Subdivision to the City of Moscow,
Located in the S1/2 of the SE1/4,
Section 7, T39N, R5W, Boise Meridian
Latah County, Idaho



LEGAL DESCRIPTION

A parcel of land located in the southeast quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 7, from which the south quarter corner of said Section bears S 87°45'17" W, 2673.50 feet; Thence S 87°45'17" W, 1070.11 feet along the south line of said section to the intersection with the northeasterly right of way line of the former Blue Mountain Railroad (UPRR); Thence N 36°38'03" W, 32.23 feet along said easterly line to the intersection with the north right of way line of Sixth Street, Thence along said north right of way line N 88°16'46" E, 45.73 feet, to the POINT OF BEGINNING;

Thence S 88°16'46" W, 30.49 feet to the easterly line of a parcel of land described in Quitclaim Deed Inst. No. 493001, Latah County Records;
Thence along said east line, N 36°38'03" W, 197.32 feet to a point on the west line of Block 6 of Lieuallen's Third Addition;
Thence along said west line, S 00°27'03" W, 130.18 feet;
Thence continuing along the west line of said parcel, S 36°38'03" E, 38.68 feet to a point on the north right of way line of Sixth Street;
Thence leaving said parcel and along said right of way line, S 88°16'46" W, 121.95 feet to the southwesterly right of way line of the former Northern Pacific Railroad & City of Moscow, Ghormley Park boundary line;
Thence along said right of way line, N 36°38'03" W, 189.46 feet to the southwest corner of a parcel of land described in Quit Claim Deed Inst. No. 495435, Latah County Records;
Thence along the south line thereof, N 53°21'57" E, 10.50 feet to the southeast corner of said parcel;
Thence along the east line thereof, N 36°38'03" W, 316.91 feet to the northeast corner of said parcel;
Thence along the north line thereof, S 53°21'57" W, 10.50 feet to the northwest corner of said parcel, said corner also being a point on the former southwesterly Northern Pacific Railroad right of way line;
Thence along said right of way line, N 36°38'03" W, 49.70 feet to the southwest corner of a parcel of land described in Quit Claim Deed Inst. No. 581486, Latah County Records;
Thence leaving said right of way line and along the southerly boundary line of said parcel, N 53°21'57" E, 59.44 feet;
Thence continuing along said parcel the following three courses:
Thence S 36°38'03" E, 225.58 feet;
Thence N 53°21'57" E, 119.06 feet;
Thence N 36°38'03" W, 181.11 feet to the southwest corner of parcel as described in Warranty Deed Inst. No. 550002, Latah County records;
Thence along the south line of the parcel described in Warranty Deed Inst. No. 573574, Latah County records, S 89°29'56" E, 78.40 feet to a point on the northeasterly right of way line of the former Palouse River Coulee City Railroad;
Thence along said northeasterly right of way line, S 36°38'03" E, 542.63 feet to the northwest corner of a parcel of land described in Quitclaim Deed Inst. No. 550001, Latah County Records;
Thence leaving said right of way line, S 00°27'03" W, 62.18 feet;
Thence S 36°38'03" E, 14.07 feet to the POINT OF BEGINNING.

Containing 2.49 acres more or less.

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF _____
AT _____ THIS ____ DAY OF _____,

RECORDER

DEPUTY

OWNERS DEDICATION CERTIFICATE

Know all persons by these presents: That J & S Holding Company LLC and Right Field LLC, owners of the land and premises included in this plat have caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as Gateway on Sixth. The undersigned declares that this plat is in conformance with the City of Moscow Subdivision and Planned Unit Development Ordinances. The undersigned also, dedicates the access easement shown hereon, as public access for pedestrian walkway. The undersigned also declares that the individual lots described in the plat will be eligible to receive water service from the City of Moscow Water System, a public utility subject to the regulation of the Idaho Public Utilities Commission and said water system has agreed in writing to serve all of the lots in the subdivision.

In witness of this declaration, we set our hands:

Jim Stephens _____ Date
J & S Holding Company LLC, Owner

Rusty Oips _____ Date
Right Field LLC, Owner

ACKNOWLEDGEMENT

State of Idaho } Sworn Statement
County of Latah }

Before me, the undersigned Notary Public, personally appeared _____

Known to me to be the person(s) who executed the forgoing owners certificate, a free and voluntary Act and Deed.

In witness thereof, this ____day of _____
20_____. I set my hand and affix my seal.

Notary Public in and for the State of Idaho

Residing at _____

My commission expires _____

ACKNOWLEDGEMENT

State of Idaho } Sworn Statement
County of Latah }

Before me, the undersigned Notary Public, personally appeared _____

Known to me to be the person(s) who executed the forgoing owners certificate, a free and voluntary Act and Deed.

In witness thereof, this ____day of _____
20_____. I set my hand and affix my seal.

Notary Public in and for the State of Idaho

Residing at _____

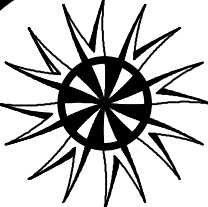
My commission expires _____

SURVEYORS CERTIFICATION

This map correctly represents a survey made by me or under my direction in conformance with the Idaho Code, Title 50, Chapter 13 and City of Moscow Subdivision Ordinance in March, 2021, at the request of J & S Holding Company LLC.

PRELIMINARY
NOT FOR RECORDING
PROFESSIONAL LAND SURVEYOR
REGISTERED
10162
STATE OF IDAHO
JOHN L. DUNN
John L. Dunn _____
Idaho Professional Land Surveyor

DATE	STATE	COUNTY	PROJECT	DRAWN BY
MARCH 2021	ID	LATAH	GATEWAY ON 6TH	TLW



RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

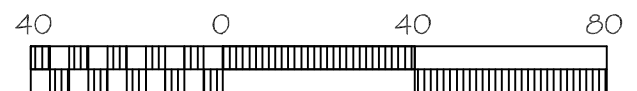
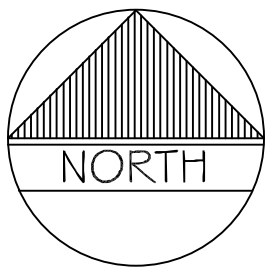
SHEET

1
OF
2

T 39 N, R 5 W, S 7

UNIVERSITY GATEWAY ON SIXTH

A Subdivision to the City of Moscow,
Located in the S 1/2 of the SE 1/4,
Section 7, T39N, R5W, Boise
Meridian, Latah County, Idaho



ORIGINAL SCALE : 1" = 40 FEET
CADD FILE : Gateway on 6th.dwg

LEGEND

- Property corners of Townhomes nothing set
- Set 5/8" X 30" long rebar w/ aluminum cap L5 6449
- Found 5/8" rebar with cap L5 6449
- Calculated Position - Nothing Found or Set
- Found Section or 1/4 Section Corner
- Subject Property Boundary Line
- Section Line
- Section Subdivision Line
- City Street Centerline
- City Street Right of Way Line
- Easement Line
- Fenceline
- Firelane
- Adjacent Property Lines

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found southeast corner and south quarter corner of Section 7, said bearing being S 87°45'17" W.

SURVEY REFERENCES

- Warranty Deed Inst. No. 446652
- Quit Claim Deed Inst. No. 550130
- Quit Claim Deed Inst. No. 581486
- Corporate Deed of Dedication Inst. No. 196277
- Easement for Street Right of Way Inst. No. 352751
- Quit Claim Deed Inst. No. 493001
- Quit Claim Deed Inst. No. 495435
- Lieuallens 3rd Addition Bk 1 of Plats, Pg 22
- Lieuallens 4th Addition Plat No. 238184
- Record of Survey Inst. No. 497960, LS 6449, July 2005
- Record of Survey Inst. No. 503986, LS 6449, Apr. 2006
- Record of Survey Inst. No. 509750, LS 6449, Nov. 2006
- Record of Survey Inst. No. 542551, LS 6449, Jan. 2011
- Parking Easement per Agreement LI No. 890601
- Utility Easement per Document No. 495478
- Sixth Street Widening per Agreement LD No. 26514
- Partial Release of Deed of Trust Inst. No. 580339
- Warranty Deed Inst. No. 580340
- Ingress & Egress Easement & Maintenance Agreement Inst. No. 580341
- Permanent Utility Easement Inst. No. 583970

SURVEYOR NARRATIVE

- The property corners of Townhome Nos. 1-27 are represented by the exterior corners and/or party wall common to townhouse units. No other corner monument was set.
- The 10 foot wide pedestrian/bicycle pathway connects Sixth Street to the northwest corner of the project per City requirements.
- The 3 ft Ingress, Egress & Utility easement along the east side of "Townhomes A" extends from the east property line to the east wall of the townhomes and vertically to the bottom of the second story of each townhome approximately 9 ft.

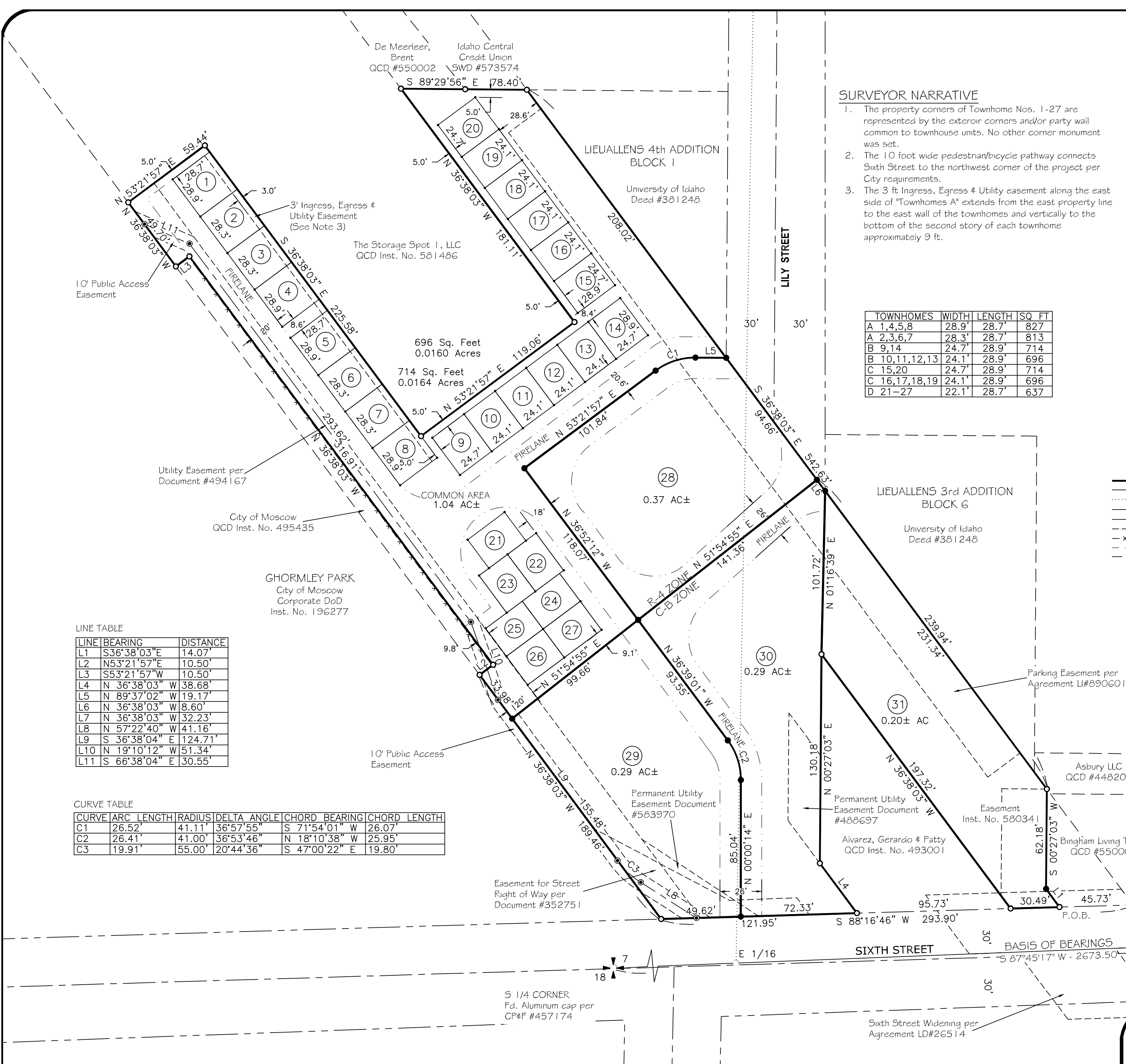
TOWNHOMES	WIDTH	LENGTH	SQ. FT.
A 1,4,5,8	28.9'	28.7'	827
A 2,3,6,7	28.3'	28.7'	813
B 9,14	24.7'	28.9'	714
B 10,11,12,13	24.1'	28.9'	696
C 15,20	24.7'	28.9'	714
C 16,17,18,19	24.1'	28.9'	696
D 21-27	22.1'	28.7'	637

LINE TABLE

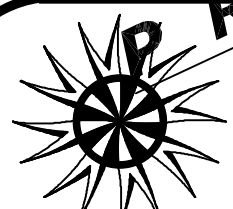
LINE	BEARING	DISTANCE
L1	S36°38'03"E	14.07'
L2	N53°21'57"E	10.50'
L3	S53°21'57"W	10.50'
L4	N 36°38'03" W	38.68'
L5	N 89°37'02" W	19.17'
L6	N 36°38'03" W	8.60'
L7	N 36°38'03" W	32.23'
L8	N 57°22'40" W	41.16'
L9	S 36°38'04" E	124.71'
L10	N 19°10'12" W	51.34'
L11	S 66°38'04" E	30.55'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	26.52'	41.11'	36°57'55"	S 71°54'01" W	26.07'
C2	26.41'	41.00'	36°53'46"	N 18°10'38" W	25.95'
C3	19.91'	55.00'	20°44'36"	S 47°00'22" E	19.80'



DATE	STATE	COUNTY	PROJECT	DRAWN BY
MARCH 2021	ID	LATAH	GATEWAY ON 6TH	TLW



RIM ROCK CONSULTING, INC.

- Land Surveying
- Site Planning
- Mapping

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET

2
OF
2



Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR J & S HOLDINGS PUBLIC ACCESS EASEMENT

A public access easement located in the southeast quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 7, from which the south quarter corner of said Section bears S 87°45'17" W, 2673.50 feet; Thence along the south line of said section, S 87°45'17" W, 1070.11 feet to the intersection with the northeasterly right of way line of the former Blue Mountain Railroad (UPRR); Thence along said northeasterly line, N 36°38'03" W, 32.23 feet to the intersection with the north right of way line of Sixth Street, Thence along said north right of way line, S 88°16'46" W, 271.93 feet, to the POINT OF BEGINNING:

A strip of land, 10 feet wide, lying 5 feet on each side of the following described centerline:

Thence N 57°22'40" W, 41.16 feet;

Thence along a tangent curve to the right having an arc length of 19.91 feet, a radius of 55.00 feet, the long chord of which bears N 47°00'22" W, 19.80 feet to the west right of way line of the former Northern Pacific Railroad;

Thence along said right of way line, N 36°38'04" W, 124.71 feet;

Thence leaving said right of way line, N 19°10'12" W, 51.34 feet;

Thence N 36°38'03" W, 293.62 feet;

Thence N 66°38'04" W, 30.55 feet to the west right of way line of the former Northern Pacific Railroad and the termination of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate on the north right of way line of sixth street and the west right of way line of the former Northern Pacific Railroad & City of Moscow, Ghormley Park boundary line.

This description was prepared by John L. Dunn on April 6, 2021.



129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax
rimrock@rimrockconsulting.net



Recieved 04-09-2021



CITY OF MOSCOW
COMMUNITY DEVELOPMENT
 Ph: 208-883-7035
 Fax: 208-883-7033
 jfleischman@ci.moscow.id.us

For City Use Only			
Date Received		4/9/21	
Dept	Fee Type	Fees	Paid
CD	Final PUD	\$425 plus \$27/lot	4/9/21
Receipt Number		LUP2021-0015	

APPLICATION FOR FINAL PLANNED UNIT DEVELOPMENT

APPLICANT:

Name: J&S Holding Company, LLC Telephone: 208-640-9301
 Complete Address: 11245 N. EASTSHORE DRIVE, HAYDEN, ID 83835
 E-Mail: jafstephens@earthlink.net Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____
 Complete Address: _____
 E-Mail: _____ Fax: _____

PROPERTY:

- Proposed PUD Name: UNIVERSITY GATEWAY ON SIXTH
- Address or Parcel Number: RPM00000078970A, RPM00000078870A, RPM0550006022CA

AUTHORIZATION:

- Describe any changes in design or construction since approval of the Preliminary PUD:

PARCELS 1 THROUGH 20 HAVE BEEN ADJUSTED TO ACCOMMODATE TOWNHOUSE
FLOOR PLATES

CONDITIONS OF APPROVAL:

The Commission or Council (in the case of a Type 2 PUD application) may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for onsite or offsite public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

Compliance:

- 1) The Final PUD process is intended to give the Zoning Administrator, Planning and Zoning Commission, or the Council (in the case of Type 2 PUD application), an opportunity to determine whether the proposed development conforms to the intent of the preliminary approval. The applicant is required to detail any proposed development agreements, condominium agreements, deed restrictions, or other commitments needed to assure adherence to the proposed development plan, and to provide final plans indicating how conditions or modifications imposed at preliminary approval will be met.
- 2) If the final proposal is substantially unchanged from the application provided for preliminary approval, and if it adequately incorporates all required conditions or modifications, it may be acted on by majority vote of the Planning and Zoning Commission as a regular agenda item at a regularly scheduled meeting (or City Council, in the case of a Type 2 PUD application). The deciding body may grant final approval, may grant final approval with minor modifications or conditions, or may deny the application.
- 3) If the proposal differs significantly from the proposal discussed at earlier public hearings beyond those changes required as conditions of the preliminary approval, or if conditions or modifications are contemplated which differ significantly from those presented at earlier hearings, then a new public hearing must be conducted by the Planning and Zoning Commission (or City Council in the case of a Type 2 PUD application) prior to final project approval.

Revocations:

- 1) If building permits pertaining to an approved PUD, consistent with any proposed phasing, are not obtained within eighteen (18) months of the final PUD approval, such final PUD approval shall be immediately revoked and shall be automatically null and void.
- 2) The applicant may request a one (1) time extension of a final PUD approval not to exceed one (1) year. Such request shall be in writing and shall be approved by the applicable decision-making body prior to expiration of the original PUD approval or such approval shall not be granted.

SUBMITTAL:

A Final PUD application is made by submitting the following information to the Community Planning and Design Department:

- Completed application.
- Payment of application fees.
- Site Plan, drawn to scale (1 electronic copy; 2 - 11" x 17" hard copies)
- Floor Plans, drawn to scale (1 electronic copy; 2 - 11" x 17" hard copies)
- Elevation Drawings and/or Renderings, drawn to scale (1 electronic copy; 2 - 11" x 17" hard copies)
- Evidence of clear title to any lands to be conveyed or reserved for parks, scenic ways, playgrounds, schools, public buildings, or other public purposes.
- Final plans showing location of water, sewer, drainage and all other utilities, and plans for street improvements and grading.
- A final phasing plan.

I understand this information is a public record and may be posted to a public website.

James Y. Stephens
Applicant's Signature

4/8/2021
Date

James Y. Stephens
Property Owner's Signature

4/8/2021
Date

GATEWAY ON SIXTH

CITY OF MOSCOW

LATAH COUNTY, IDAHO

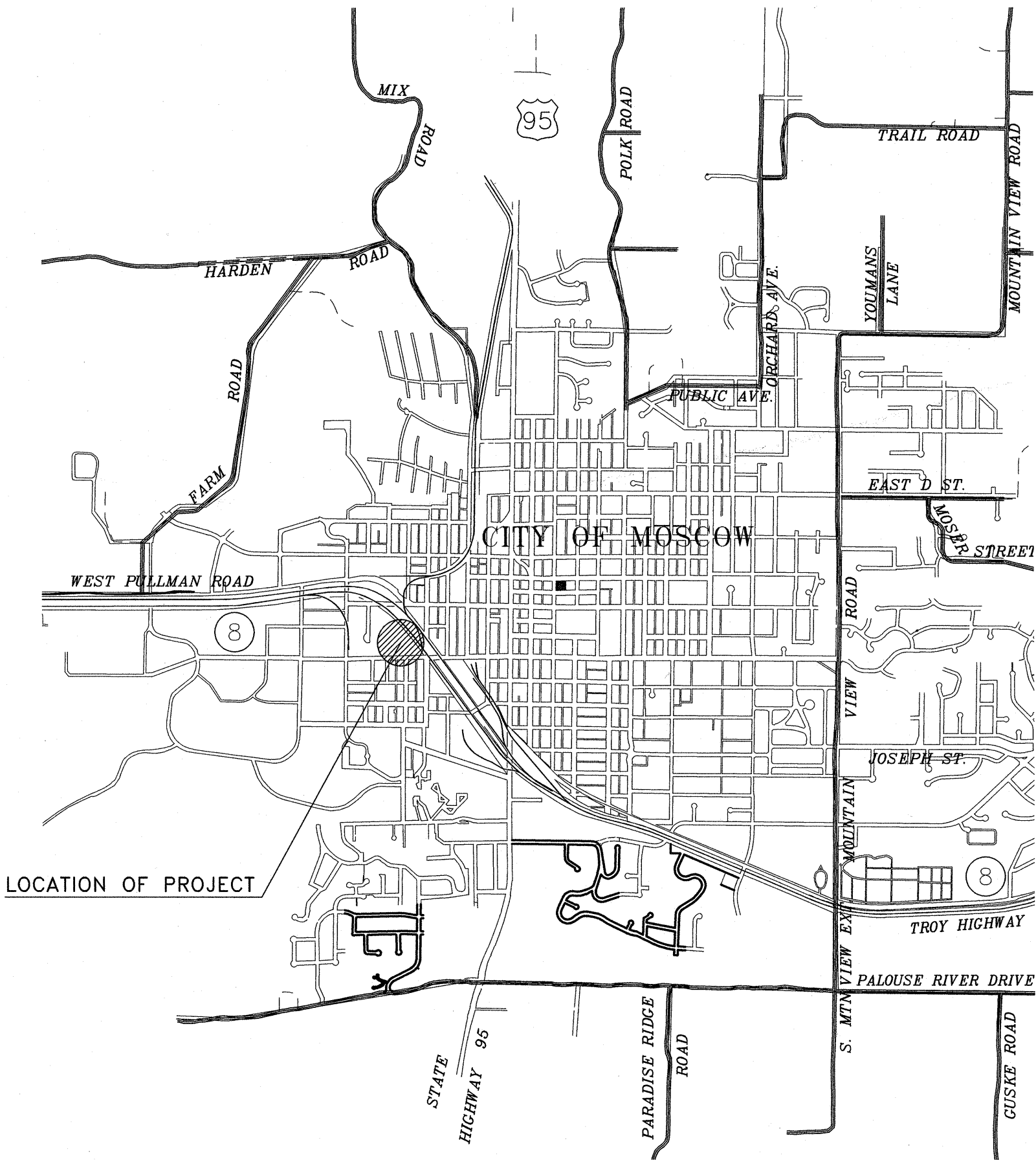
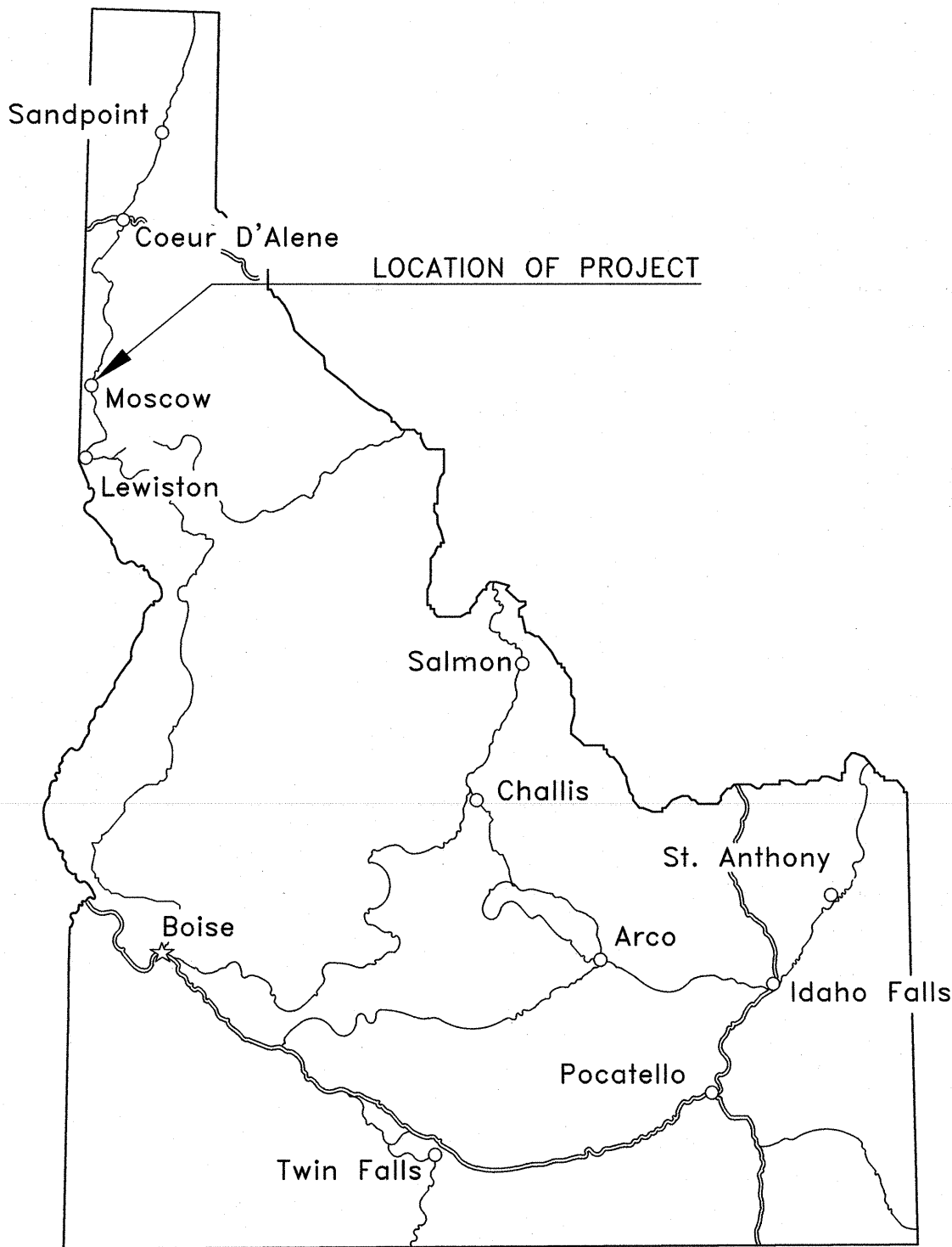
BASIS OF ELEVATION
THE BASIS OF ELEVATION FOR THIS SURVEY IS NAVD88, ESTABLISHED BY GPS.
THE BASE POSITION BEING CORRECTED BY NGS ONLINE POSITIONING USER
SERVICE (OPUS).

DRAWING INDEX	
Sheet Number	Sheet Title
C1	COVER SHEET
C2	EXISTING CONDITIONS AND DEMOLITION PLAN
C3	EROSION CONTROL AND GRADING PLAN
C4	UTILITY LAYOUT PLAN
C5	PLAN AND PROFILE-MAIN ENTRANCE AND NORTH CROSSING
C6	PLAN AND PROFILE-SOUTH CROSSING AND WEST SIDE
C7	EAST PARKING LOT - NORTH SECTION
C8	EAST PARKING LOT - MID SECTION
C9	EAST PARKING LOT - SOUTH SECTION
C10	GENERAL NOTES AND DETAILS
C11	GENERAL NOTES AND DETAILS

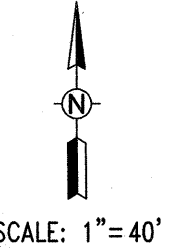
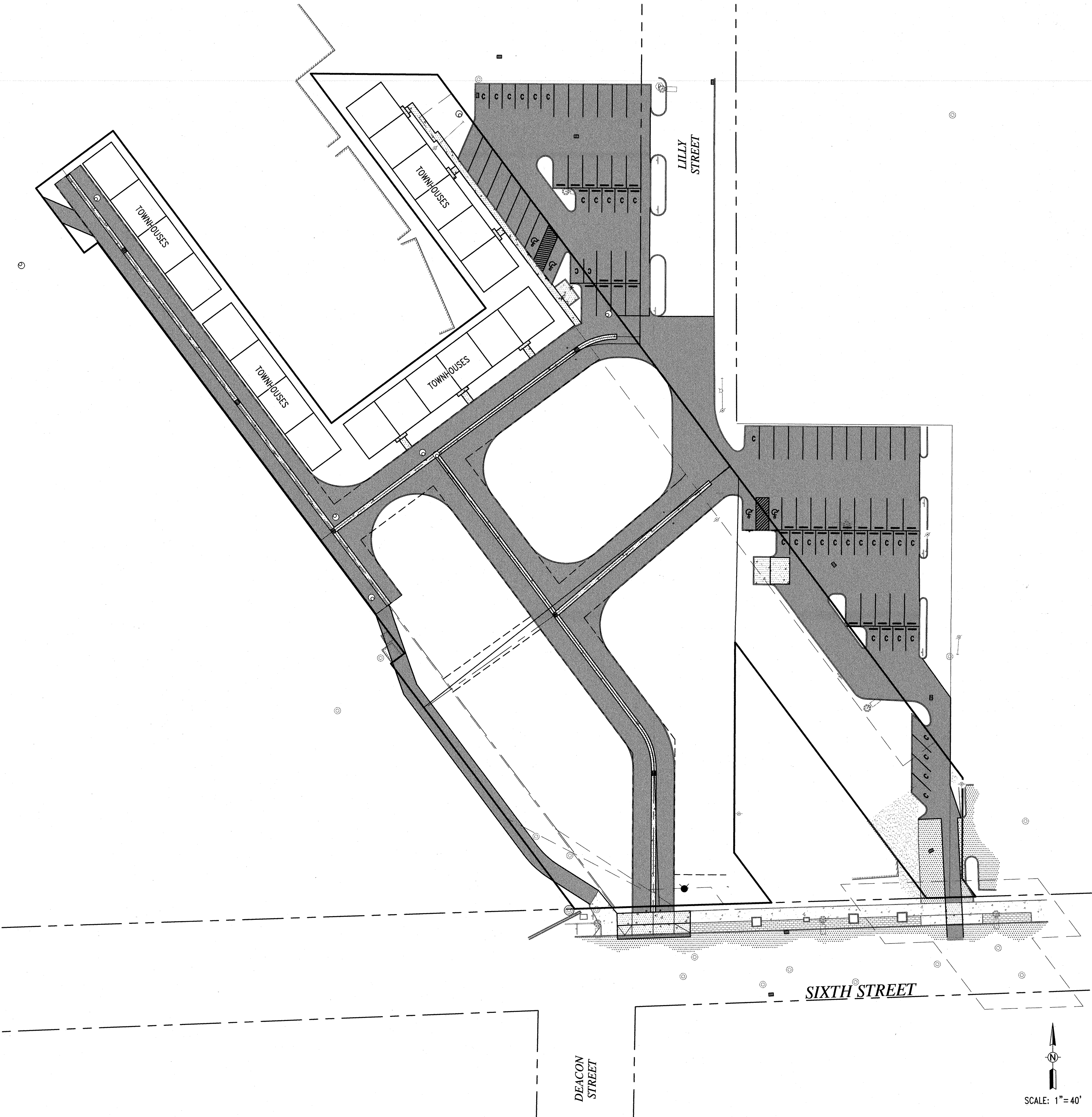
***WATER LINE NOTE:**
NOTIFY CITY OF MOSCOW WATER DEPARTMENT MINIMUM 48 HOURS PRIOR TO ANY
HEAVY EQUIPMENT WORK ON SITE TO VERIFY ALL VALVES ARE IN GOOD WORKING ORDER.



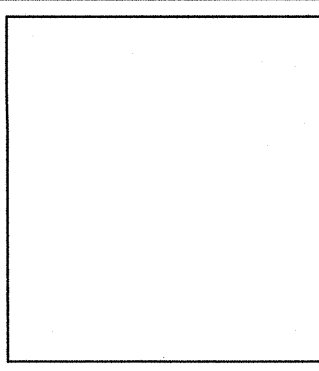
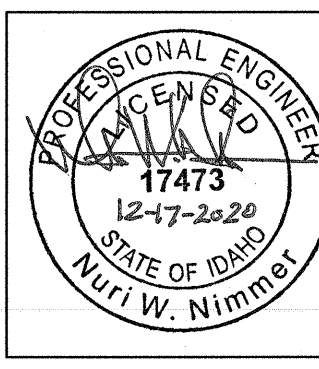
Know what's below.
Call before you dig.



VICINITY MAP



Hedge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8738
406 S. Washington Street
Moscow, Idaho 83843
(208) 882-3520



GATEWAY ON SIXTH
COVER SHEET
J&S HOLDING COMPANY AND RUSTY OLIPS
SIXTH STREET
MOSCOW, IDAHO
(208) 640-5301

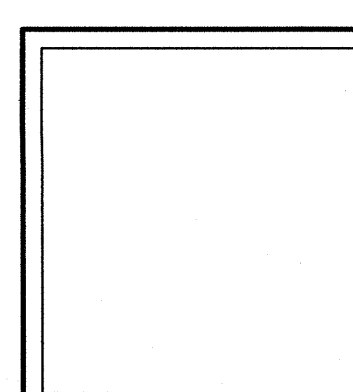
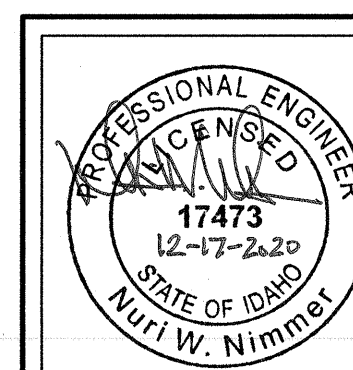
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Drafted by:	SW/NN
Checked by:	SB/NN
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Tab:	COVER
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4271-02-20
Date:	12/15/2020

C1



Hodge & Associates, Inc.
Engineers • Planners • Landscape Architects

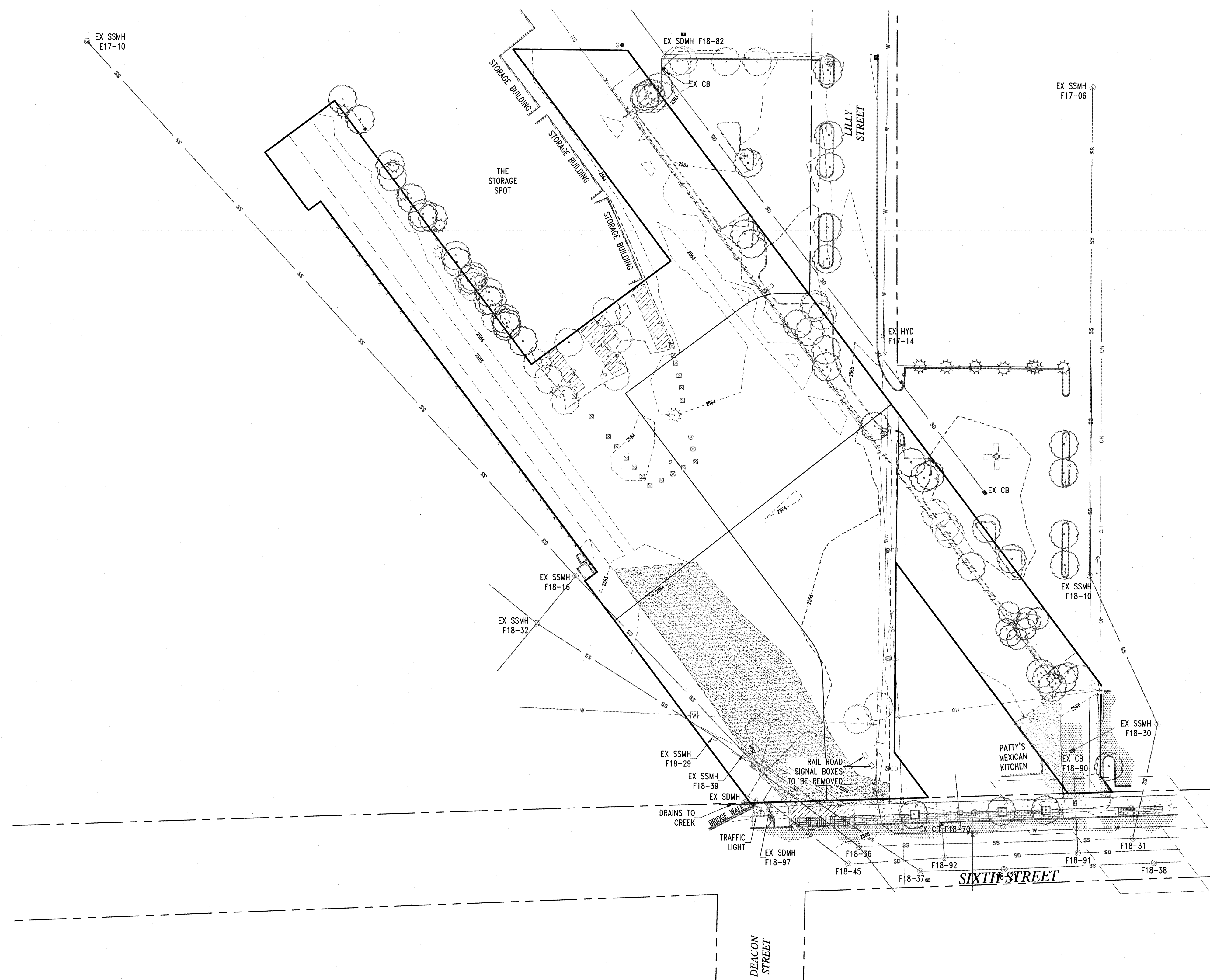
P.O. Box 8728
405 S. Washington Street
Moscow, Idaho 83843



GATEWAY ON SIXTH
EXISTING CONDITIONS AND DEMOLITION PLAN
J&S HOLDING COMPANY AND RUSTY OLPS
SIXTH STREET
MOSCOW, IDAHO
(208) 640-9301

Designed By:	SB/NN
Drafted by:	SW/NN
Checked by:	SB/NN
File Name:	4271 DEMO.dwg
Tab:	LAYOUT
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	4271-02-2
Date:	12/16/2020

C2

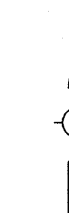


*WATER LINE NOTE:

WATER LINE NOTE:
NOTIFY CITY OF MOSCOW WATER DEPARTMENT MINIMUM 48 HOURS PRIOR TO ANY
HEAVY EQUIPMENT WORK ON SITE TO VERIFY ALL VALVES ARE IN GOOD WORKING ORDER.

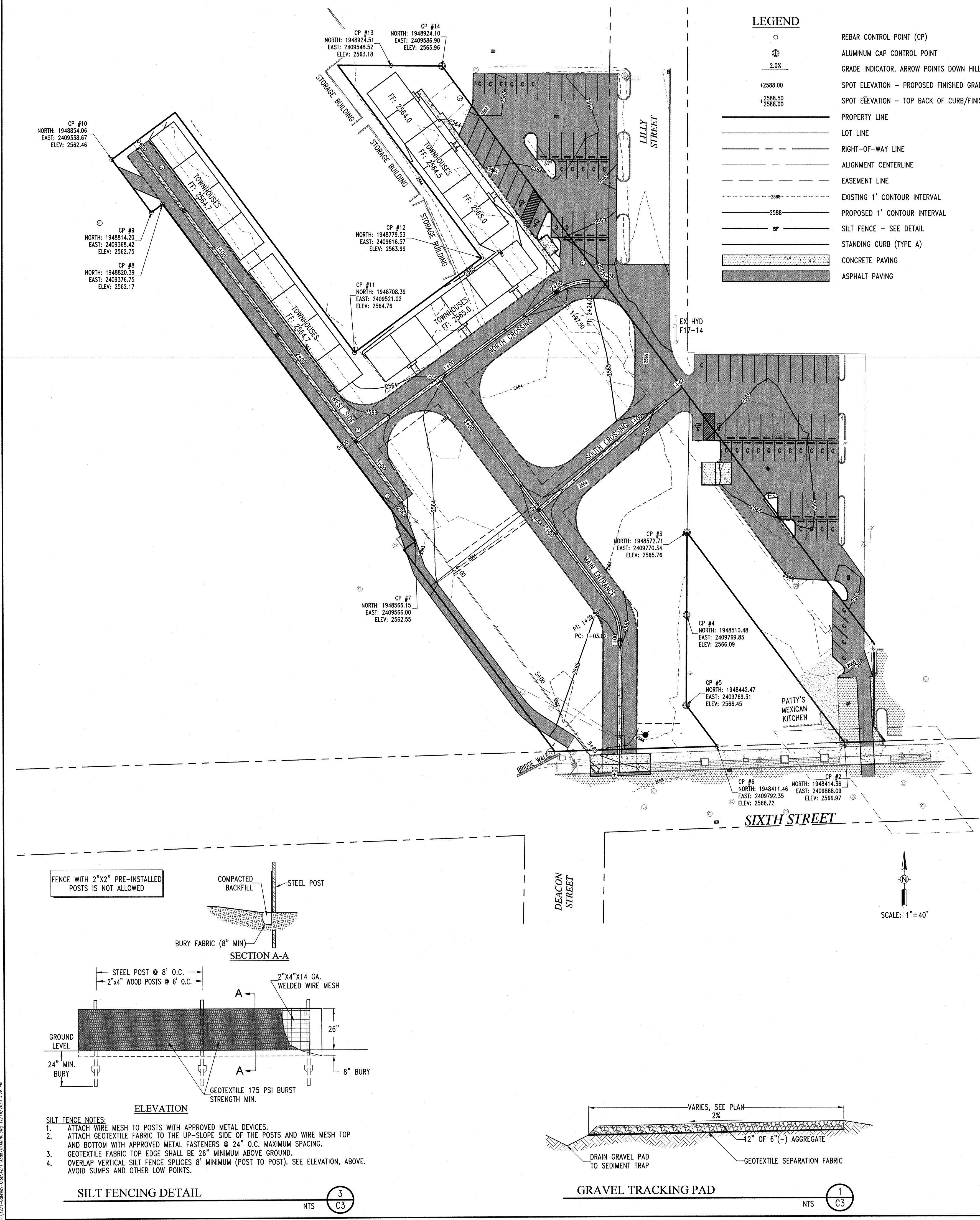
LEGEND

	MANHOLE
	CATCH BASIN
	FIRE HYDRANT
	WATER METER
	WATER VALVE
	FRANCHISE UTILITY PEDESTAL
	UNDER GROUND GAS LINE MARKER
	UTILITY POLE
	LIGHT POLE
	LIGHT POLE - TO BE REMOVED
	DECIDUOUS TREE
	DECIDUOUS TREE - TO BE REMOVED
	CONIFEROUS TREE
	CONIFEROUS TREE - TO BE REMOVED
	SHRUB TREE
	SHRUB TREE - TO BE REMOVED
	FENCE POST - TO BE REMOVED
	FENCE LINE
	FENCE LINE - TO BE REMOVED
	PROPERTY LINE
	LOT LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	WATER LINE
	SANITARY SEWER LINE
	STORM DRAIN LINE
	UNDERGROUND POWER LINE
	UNDERGROUND UTILITY LINE - TO BE ABANDONED OR REMOVED
	OVERHEAD UTILITY LINE
	STANDING CURB
	STANDING CURB - TO BE REMOVED
	ASPHALT PAVING
	ASPHALT PAVING - TO BE REMOVED
	CONCRETE PAVING
	CONCRETE PAVING - TO BE REMOVED
	BRICK PAVERS
	BRICK PAVERS - TO BE REMOVED
	GRAVEL



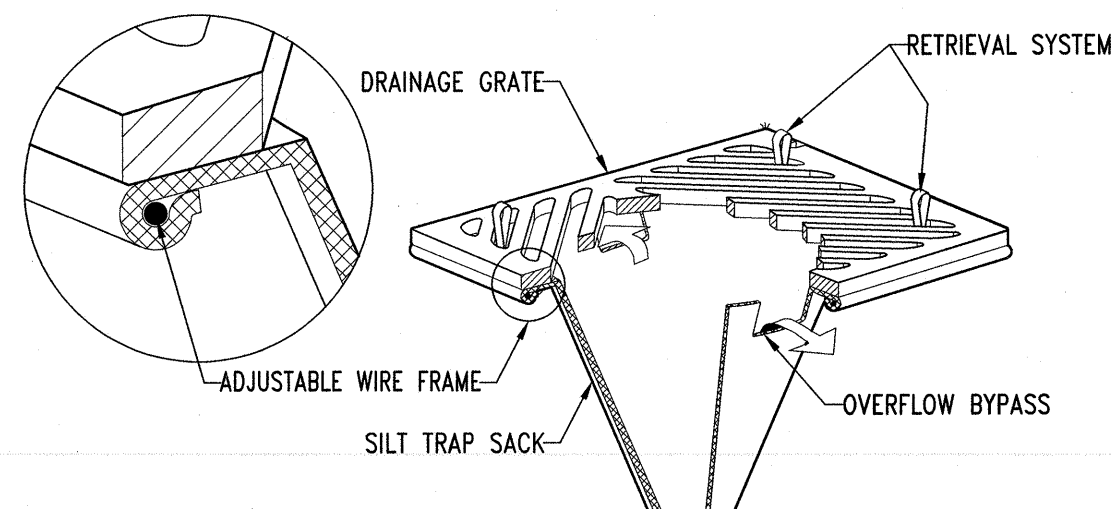
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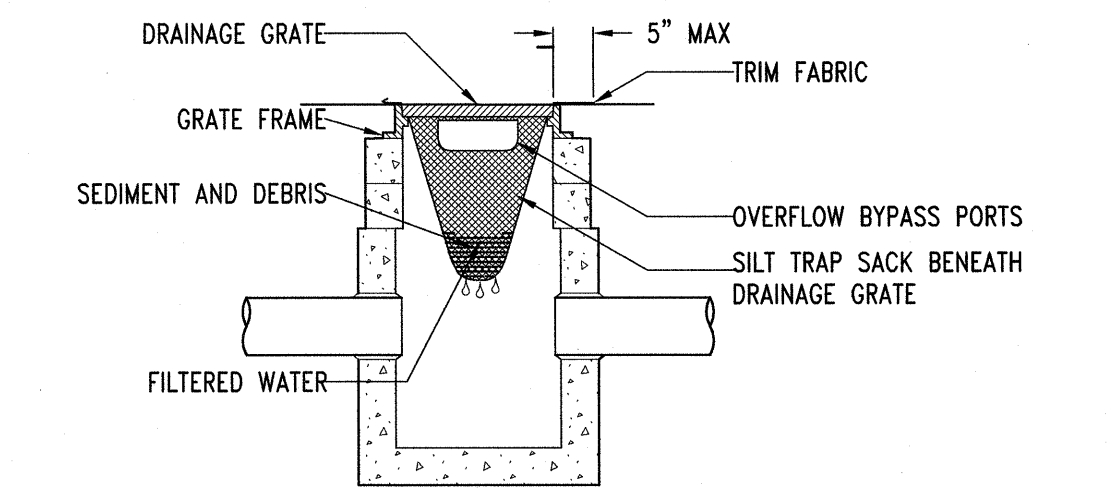


LEGEND	
	REBAR CONTROL POINT (CP)
	ALUMINUM CAP CONTROL POINT
	GRADE INDICATOR, ARROW POINTS DOWN HILL
	SPOT ELEVATION - PROPOSED FINISHED GRADE
	SPOT ELEVATION - TOP BACK OF CURB/FINISHED GROUND
	PROPERTY LINE
	LOT LINE
	RIGHT-OF-WAY LINE
	ALIGNMENT CENTERLINE
	EASEMENT LINE
	EXISTING 1' CONTOUR INTERVAL
	PROPOSED 1' CONTOUR INTERVAL
	SILT FENCE - SEE DETAIL
	STANDING CURB (TYPE A)
	CONCRETE PAVING
	ASPHALT PAVING

***WATER LINE NOTE:**
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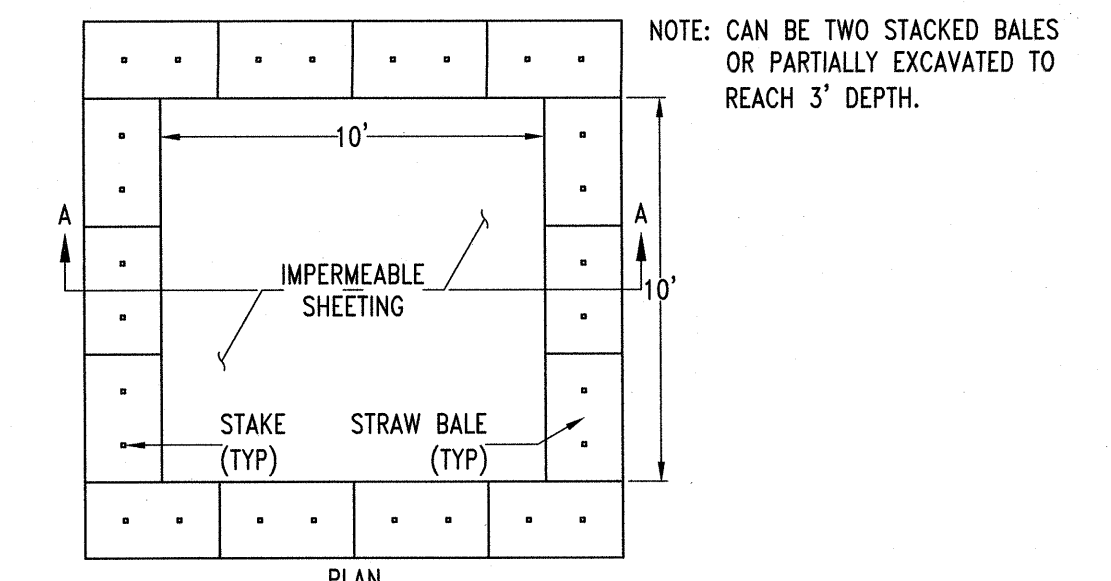
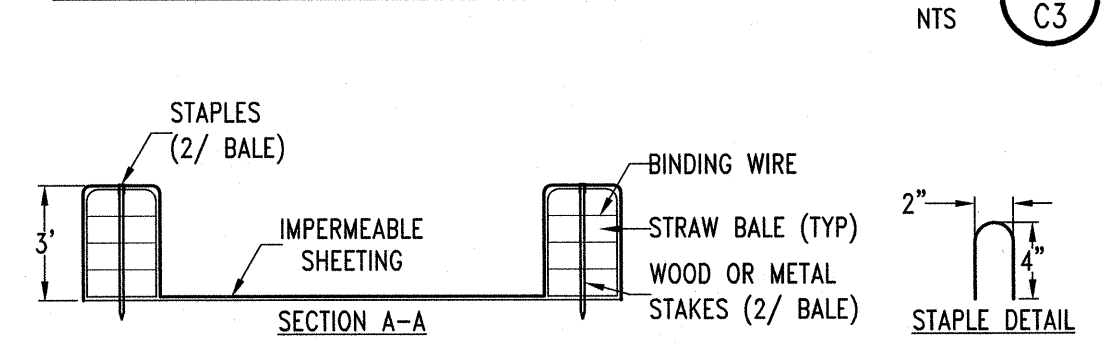
DETAILS



SECTION
NOT TO SCALE

- NOTES:**
1. SIZE AND SHAPE OF THE SILT TRAP SACK TO FIT THE STORM STRUCTURE IT WILL SERVICE. (RECTANGULAR OR ROUND).
 2. THE SILT TRAP SACK SHALL HAVE A BUILT-IN HIGH-FLOW RELIEF SYSTEM (OVERFLOW BYPASS).
 3. THE SILT TRAP SACK ASSEMBLY MUST ALLOW REMOVAL WITHOUT SPILLING THE COLLECTED MATERIAL.
 4. EMPTY SILT TRAP SACK AND DISPOSE OF SEDIMENT AND DEBRIS BEFORE THE SACK IS HALF-FULL.
 5. ENSURE THE SILT TRAP SACK ASSEMBLY DOES NOT SPILL OR FALL INTO THE STORM STRUCTURE. IF SEDIMENT IS SPILLED INTO THE STORM STRUCTURE, REMOVE THE SPILLED MATERIAL BY SUCTION HOSE OR OTHER APPROVED METHOD.

CATCH BASIN PROTECTION



CONSTRUCTION SPECIFICATIONS

1. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50' AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
2. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4" OF FREEBOARD. TYPICAL DIMENSIONS ARE 10'x10'x3' DEEP.
3. PREPARE SOIL BASE FREE OF ROCK OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
4. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
5. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED). EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75% FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER. WET-VACUUM STORED STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORM, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.

ONSITE CONCRETE WASHOUT STRUCTURE

BASIS OF ELEVATION
THE BASIS OF ELEVATION FOR THIS SURVEY IS NAVD83, ESTABLISHED BY GPS. THE BASE POSITION BEING CORRECTED BY NGS ONLINE POSITIONING USER SERVICE (OPUS).

GRADING NOTES

ESTIMATED GRADING QUANTITIES

CUT VOLUME = 377 C.Y.
FILL VOLUME = 924 C.Y. (ASSUMES 22% SHRINKAGE)

1. THIS PLAN IS ACCURATE FOR GRADING AND THE RELATED EROSION AND SEDIMENT CONTROL PURPOSES ONLY.
2. ALL AREAS TO RECEIVE EMBANKMENT (FILL) SHALL FIRST BE CLEARED AND GRUBBED.
3. ALL TOPSOIL SHALL BE EXCAVATED AND REMOVED FROM EMBANKMENT (FILL) AREAS. EXCAVATED TOPSOIL MATERIAL MAY BE STOCKPILED ON-SITE FOR USE AS LANDSCAPING MATERIAL - PROVIDE SILT FENCE AROUND STOCKPILES.
4. BORROW FOR EMBANKMENT (FILL) SHALL CONSIST OF NATIVE PALOUSE LOESS OR CLAY, OR ANY APPROVED GRAVELLY MATERIAL. ALL BORROW SHALL BE FREE OF ROOTS, BARK, TOPSOIL, ORGANIC OR OTHER DELETERIOUS MATERIALS.
5. COMPACT ALL EMBANKMENT (FILL) TO 95% MINIMUM OF THE PROCTOR VALUE DENSITY DETERMINED BY THE AASHTO T-99 METHOD. THE METHOD FOR CONSTRUCTING EMBANKMENT (FILL) SHALL BE SUCH THAT 95% MINIMUM DENSITIES ARE ACHIEVED THROUGHOUT.
6. WHERE EMBANKMENT (FILL) IS PLACED ON AN EXISTING SLOPE 4:1 OR STEEPER THE EXISTING SLOPE SHALL BE BENCHMARKED HORIZONTAL PRIOR TO PLACING BORROW. THE WIDTH OF THE BENCHES SHALL NOT BE LESS THAN FIVE (5) FEET IN WIDTH.
7. COMPACTION TESTING SHALL BE PROVIDED BY THE OWNER. COMPACTION TEST LOCATIONS SHALL BE RECORDED ON A SITE PLAN SHOWING TEST NUMBER, DATE, AND ELEVATION OF EACH TEST. A REPORT OF THESE TESTS SHALL BE PROVIDED TO THE OWNERS, ENGINEER, CONTRACTOR, AND CITY. THERE SHALL BE A SUFFICIENT NUMBER OF TESTS TO ASSURE THAT 95% MINIMUM COMPACTION HAS BEEN ACHIEVED THROUGHOUT ALL EMBANKMENT (FILL) AREAS.
8. OWNER IS RESPONSIBLE TO SECURE ALL NECESSARY AUTHORIZATION FOR GRADING ACTIVITIES REQUIRED ON ADJACENT PROPERTIES.
9. A CITY OF MOSCOW GRADING PERMIT IS REQUIRED.
10. COMPLIANCE WITH NPDES PHASE II IS REQUIRED.

EROSION CONTROL NOTES

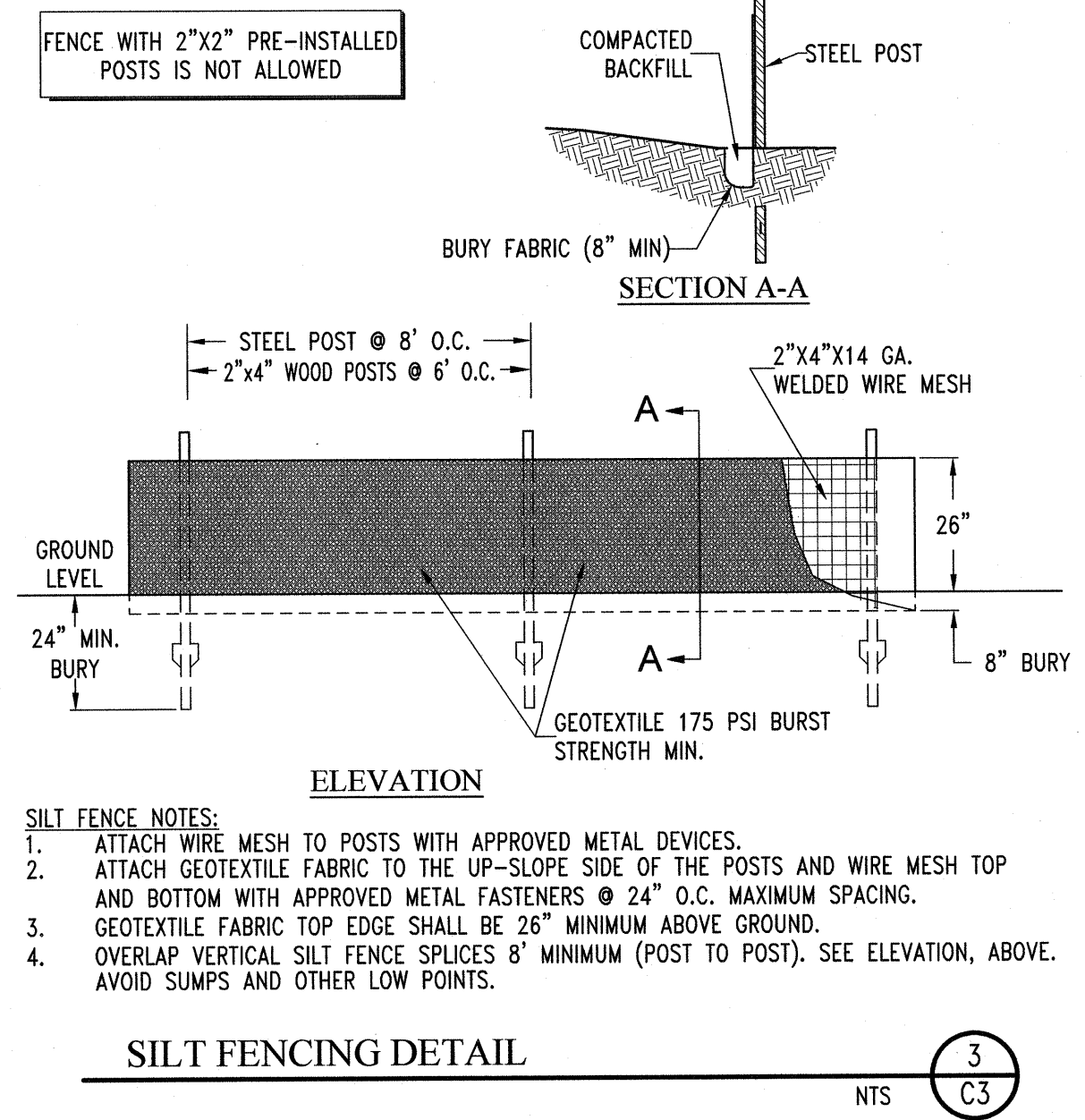
1. EROSION CONTROL MEASURES AS SET FORTH IN THIS PLAN SHALL APPLY TO ALL CONSTRUCTION ACTIVITY RELATIVE TO THIS SITE, INCLUDING BUT NOT LIMITED TO, ALL EARTHWORK AND INSTALLATION OF PUBLIC IMPROVEMENTS.
 2. SHOULD THE CITY ENGINEER DETERMINE THAT THE EROSION CONTROL MEASURES INSTALLED AS INDICATED ON THIS EROSION CONTROL PLAN ARE INADEQUATE AND/OR INEFFECTIVE, THE CITY ENGINEER SHALL DIRECT THE IMPLEMENTATION OF ADDITIONAL EROSION CONTROL MEASURES (AT THE EXPENSE OF THE DEVELOPER) TO ALLEVIATE INADEQUACIES.
 3. THE OWNER AND/OR DEVELOPER OF THE PROPERTY IS ULTIMATELY RESPONSIBLE FOR THE FURNISHING, INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES NECESSARY FOR FULL COMPLIANCE WITH MOSCOW CITY CODE.
- IT IS NECESSARY FOR ANY PROJECT LARGER THAN ONE ACRE IN SIZE TO HAVE AN EPA NOTICE OF INTENT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER AN NPDES GENERAL PERMIT (NOT PHASE II) FORM ON FILE WITH THE EPA STORM WATER NOTICE PROCESSING CENTER AT:
- FOR REGULAR U.S. MAIL DELIVERY: EPA STORMWATER NOTICE PROCESSING CENTER MAIL CODE 4203M U.S. EPA 1200 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20460
- FOR OVERNIGHT/EXPRESS MAIL DELIVERY: EPA STORMWATER NOTICE PROCESSING CENTER ROOM 7420 U.S. EPA 1201 CONSTITUTION AVENUE, NW WASHINGTON, DC 20004

PRIOR TO CONSTRUCTION ACTIVITIES:

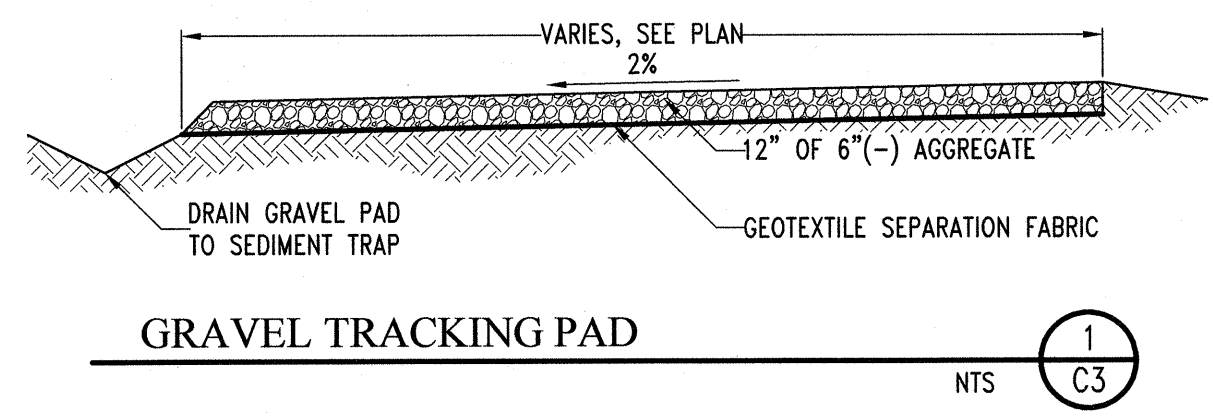
1. INFORM CITY, AND OTHER INSPECTORS, OF WORK SCHEDULED FOR WEEKENDS OR HOLIDAY.
2. CONSTRUCT GRAVEL PADS AT ENTRANCES TO SITE, AS INDICATED ON PLAN.
3. PLACE SILT FENCING AND CHECK DAMS AS INDICATED ON PLAN PRIOR TO ANY EXCAVATION OR EMBANKMENT WORK. IN GENERAL, CHECK DAMS SHALL BE PLACED AT MINIMUM 100 FOOT SPACING IN ALL SWALES AND DITCHES AND AT MINIMUM 50 FOOT SPACING ALONG SILT FENCE. ON SLOPES GREATER THAN 10% CHECK DAMS SHALL BE MADE OF ROCK, STRAW BALES, OR SILT FENCE, PER MOSCOW CITY STANDARDS.
4. GRADE ACCESS ROAD(S) TO ROADWAY CROSS-SLOPE TO PROVIDE DRAINAGE TO ROADSIDE DITCHES.
5. PLACE SILT FENCING AND STRAW BALES TO PROTECT EXISTING STORM WATER DRAINAGE FACILITIES THAT WILL BE IMPACTED BY THIS WORK. PROTECT EXISTING FACILITIES ON ADJACENT PROPERTY, AS NECESSARY. EXISTING CATCH BASINS SHALL BE PROTECTED PER DETAIL 2. THIS PAGE. MAINTAIN UNIMPEDED FLOW INTO CATCH BASINS THROUGHOUT CONSTRUCTION.
6. CONSTRUCT TEMPORARY SEDIMENT POND(S) IN THE LOCATION(S) AS SHOWN ON THE PLAN, INCLUDING DIRECTIVE DITCHES ALSO AS SHOWN THEREON AND/OR OTHERWISE REQUIRED.

DURING CONSTRUCTION ACTIVITIES AND WINTER SHUTDOWN, AS NECESSARY:

1. SUSPEND ALL EXCAVATION AND EMBANKMENT WORK DURING RAIN STORMS TO MINIMIZE EROSION AND SEDIMENT CONTROL SITE CONDITIONS DURING AND FOLLOWING RAIN EVENTS FOR EROSION AND SEDIMENT CONTROL PROBLEMS - INSTALL CORRECTIVE MEASURES AND INITIATE CLEANUP MEASURES AS REQUIRED.
 2. SPRAY WATER ON DISTURBED AREAS TO CONTROL DUST EROSION DURING DRY SEASON.
 3. CONSTRUCT STORM WATER FACILITIES AS EARLY AS POSSIBLE DURING CONSTRUCTION, PROTECT NEW STORM WATER FACILITIES SIMILAR TO EXISTING (SEE NOTE 5 OF "PRIOR TO CONSTRUCTION ACTIVITIES").
 4. SEED AND MULCH ALL DISTURBED AREAS.
 5. ALL GRADED AREAS, FINISHED OR UNFINISHED, SHALL HAVE ACCEPTABLE EROSION CONTROL MEASURES APPLIED PRIOR TO OCTOBER 1 - NO EXCEPTIONS WITHOUT PRIOR WRITTEN CITY APPROVAL. ACCEPTABLE EROSION CONTROL MEASURES SHALL BE CONSIDERED ONE OF THE FOLLOWING:
 - a. HYDRAULICALLY APPLIED MIXTURE OF MULCH AND TACKIFIER - OF A TYPE AND APPLICATION RATE RECOMMENDED FOR MOSCOW AREA OPEN SOIL EROSION PROTECTION - SEED TO BE INCLUDED IF AREA IS FINISH GRADED.
 - b. AREAS SLOPING LESS THAN 4:1 TILLED WITH A FARM IMPLEMENT SUCH AS A DISC, PLOW OR SPRING TOOTH THAT RESULTS IN COARSE SURFACE TEXTURE.
 - c. STRAW SPREAD AND TRACKED INTO THE SURFACE. TRACK PERPENDICULAR TO THE DIRECTION OF FLOW.
 - d. EROSION CONTROL BLANKETS - INCLUDING AN APPROVED GRASS SEED/FERTILIZER MIX IF AREA IS FINISH GRADED.
 - e. OTHER METHODS AS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
 6. ALL SLOPES 4:1 OR STEEPER SHALL BE CAT-TRACKED PERPENDICULAR TO THE DIRECTION OF FLOW PRIOR TO OCTOBER 1 - IN ADDITION TO ONE OF THE ACCEPTABLE EROSION CONTROL MEASURES SET FORTH IN NO. 5 ABOVE.
 7. SEED MIXTURES SHALL INCLUDE FERTILIZERS OF THE TYPE AND RATE OF APPLICATION AS RECOMMENDED BY GENERALLY ACCEPTED AREA PRACTICES.
 8. PRIOR TO OCTOBER 1 CONTINUOUS EROSION CONTROL BLANKETS PLUS STRAW BALES AND/OR ROCK CHECK DAMS @ 100 FOOT INTERVALS SHALL BE INSTALLED IN ALL AREAS HAVING A POTENTIAL FOR CONCENTRATED WATER FLOW (I.E. SWALES AND DRAINAGE CHANNELS).
 9. SEDIMENT PONDS INCLUDING CUTOFF / DIRECTIVE DITCHING, AS REQUIRED AND AS SHOWN ON THE PLANS SHALL BE IN PLACE AND OPERATIONAL PRIOR TO OCTOBER 1.
- UPON COMPLETION OF CONSTRUCTION ACTIVITIES:**
1. SILT FENCING SHALL REMAIN AFTER THE COMPLETION OF CONSTRUCTION UNTIL SUFFICIENT VEGETATION IS ESTABLISHED TO PREVENT EROSION AND MOBILIZATION OF SEDIMENT, AND UNTIL APPROVAL FOR REMOVAL IS OBTAINED FROM THE CITY ENGINEER.
 2. PERIODIC MAINTENANCE OF EROSION CONTROL MEASURES IS REQUIRED UNTIL PERMANENT DRAINAGE FACILITIES ARE OPERATIONAL AND SUFFICIENT VEGETATION IS ESTABLISHED. SUCH MAINTENANCE INCLUDES, BUT IS NOT LIMITED TO: CLEANING OF CATCH BASINS AND STORM SEWER MANHOLES; MAINTAINING SILT FENCING AND STRAW BALE STRUCTURE; REMOVAL OF ACCUMULATED SOIL; AND STREET CLEANING. A TYPICAL SCHEDULE FOR SUCH MAINTENANCE WOULD BE AT LEAST ONCE PER MONTH AND AFTER ALL SIGNIFICANT STORM EVENTS.
- UPON ESTABLISHMENT OF SUFFICIENT VEGETATION AND PERMANENT DRAINAGE FACILITIES OPERATION:**
1. REMOVE ALL EROSION CONTROL MEASURES UPON RECEIPT OF APPROVAL FOR SUCH REMOVAL FROM CITY ENGINEER. CLEAR STREETS AND SIDEWALKS OF ACCUMULATED SILT, MUD, AND DEBRIS.
 2. CONTINUED EROSION CONTROL IS THE PROPERTY OWNER'S RESPONSIBILITY AFTER EROSION CONTROL MEASURES ARE REMOVED, AND RECEIPT OF APPROVAL FROM THE CITY ENGINEER.



SILT FENCING DETAIL



GRAVEL TRACKING PAD

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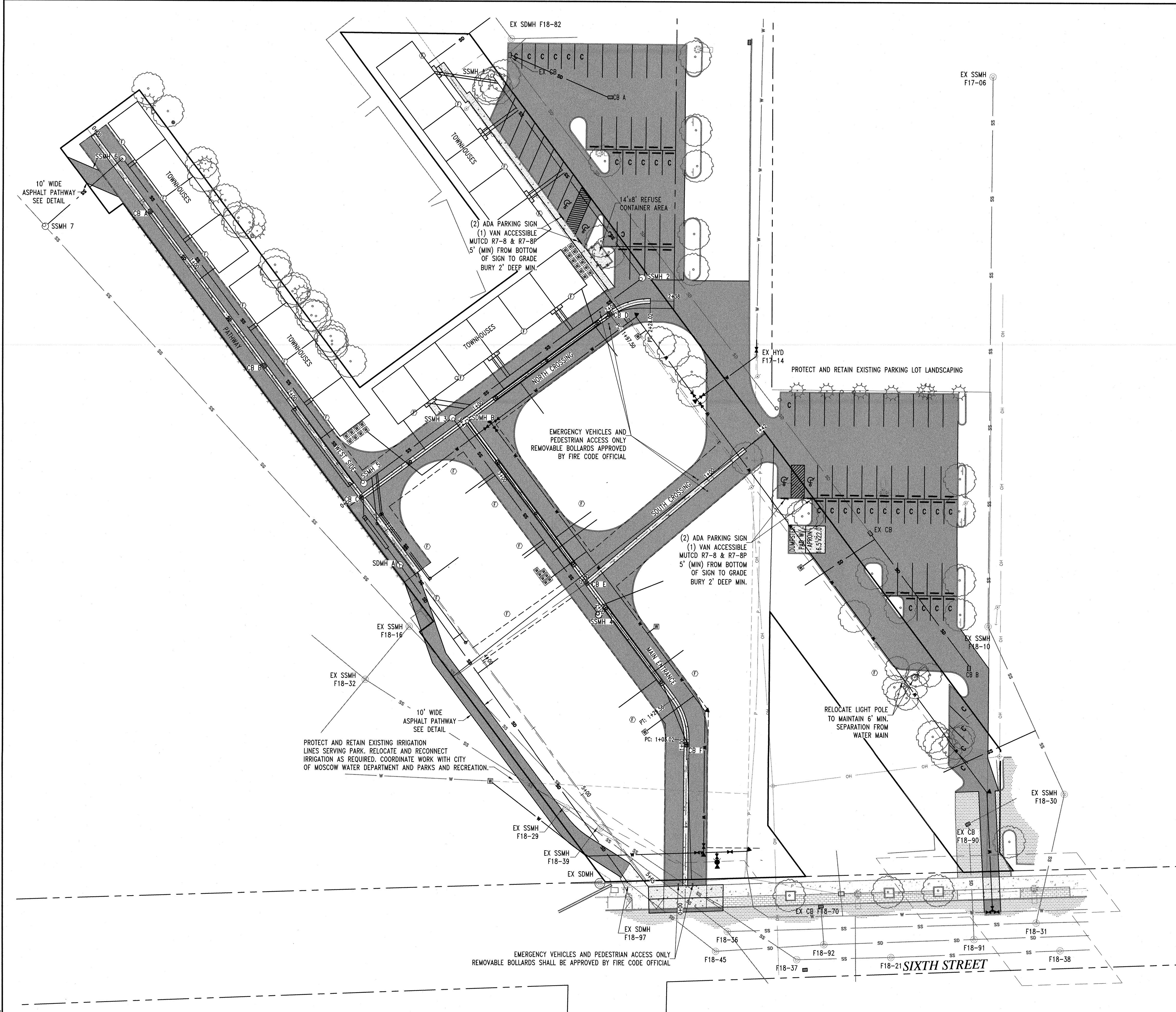
P.O. Box 8728
405 S. Washington Street
Moscow Idaho 83843
(208) 882-3520

PROFESSIONAL ENGINEER
EXPIRATION DATE 12-17-2020
17473
STATE OF IDAHO
Nurul W. Nimi

GATEWAY ON SIXTH
EROSION CONTROL AND GRADING PLAN
J&S HOLDING COMPANY AND RUSTY OLPS
SIXTH STREET
MOSCOW, IDAHO
(208) 640-9301

Designed By:	SB/NI
Drafted by:	SW/NI
Checked by:	SB/NI
File Name:	4271 GRADING.dwg
Tab:	GRADING
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4271-02-20
Date:	12/16/2020

C3

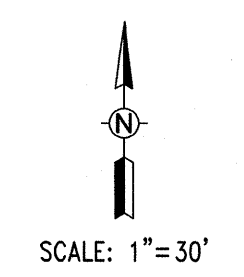


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***WATER LINE NOTE:**
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HEAVY EQUIPMENT WORK ON SITE TO VERIFY ALL VALVES ARE IN GOOD WORKING ORDER.

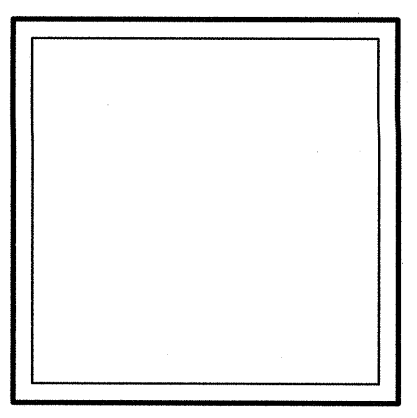
LEGEND

- | | |
|-----|--|
| ○ | MANHOLE |
| ■ | CATCH BASIN |
| ○ | CLEAN OUT - INSPECTION PORT |
| ○ | FIRE HYDRANT |
| ⊞ | WATER METER |
| ⊞ | FRANCHISE UTILITY PEDESTAL |
| ⊞ | UTILITY POLE |
| ⊞ | LIGHT POLE |
| ⊞ | EXISTING SHRUB |
| ⊞ | EXISTING CONIFEROUS TREE |
| ⊞ | EXISTING DECIDUOUS TREE |
| — | PROPERTY LINE |
| — | LOT LINE |
| — | RIGHT-OF-WAY LINE |
| — | ALIGNMENT CENTERLINE |
| — | EASEMENT LINE |
| W | WATER LINE |
| IRR | IRRIGATION LINE |
| FW | FIRE PROTECTION WATER LINE |
| SS | SANITARY SEWER LINE |
| SD | STORM DRAIN LINE |
| TD | TRENCH DRAIN |
| FRU | GAS, POWER, TELECOMMUNICATIONS - 1' SEPARATION
BETWEEN SERVICES, 30" BELOW GRADE, 6" SAND BED |
| G | EXISTING GAS LINE |
| — | STANDING CURB (TYPE A) |
| — | ASPHALT PAVING |
| — | CONCRETE PAVING |



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PROFESSIONAL ENGINEER
17473
12-17-2020
STATE OF IDAHO
Nuri W. Nimmet

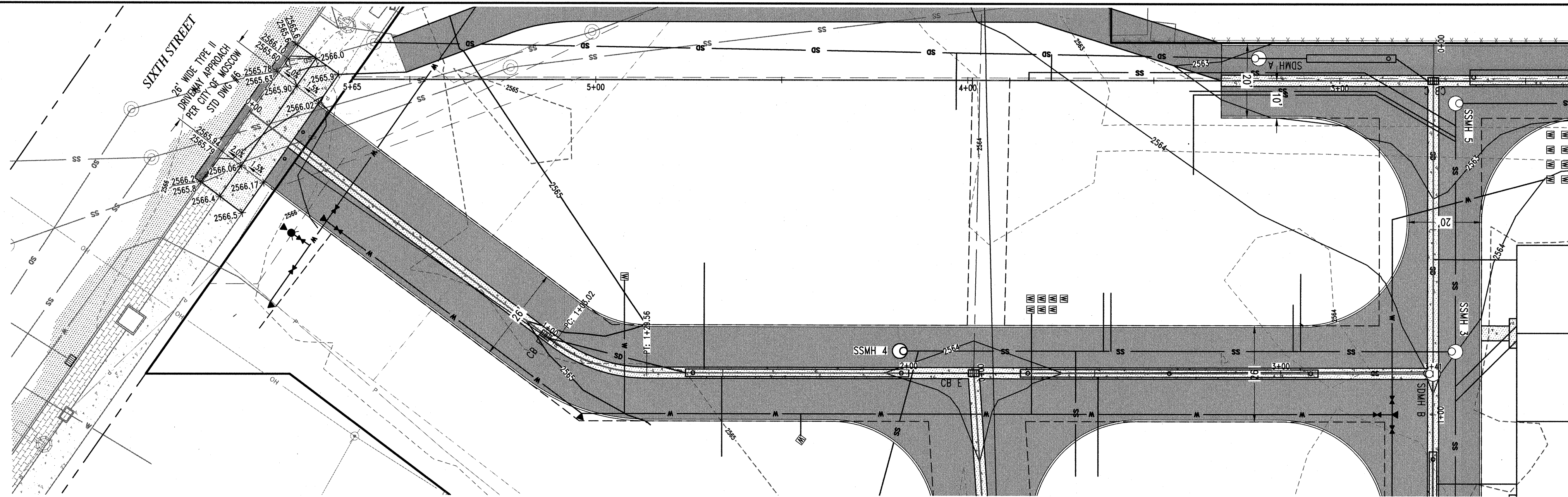


GATEWAY ON SIXTH
UTILITY LAYOUT PLAN
J&S HOLDING COMPANY AND RUSTY OLPS
SIXTH STREET
MOSCOW, IDAHO
(208) 640-9301

Designed By:	SB/NN
Drafted by:	SW/NN
Checked by:	SB/NN
File Name:	4271 UTILITY.dwg
Tab:	UTILITY
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4271-02-20
Date:	12/16/2020

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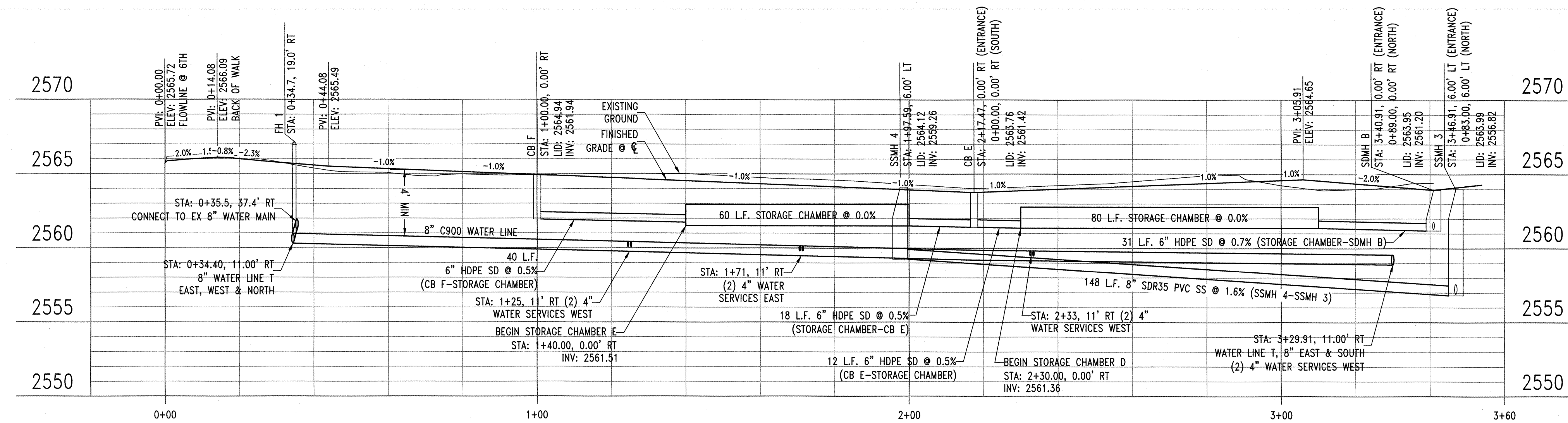
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Know what's below.
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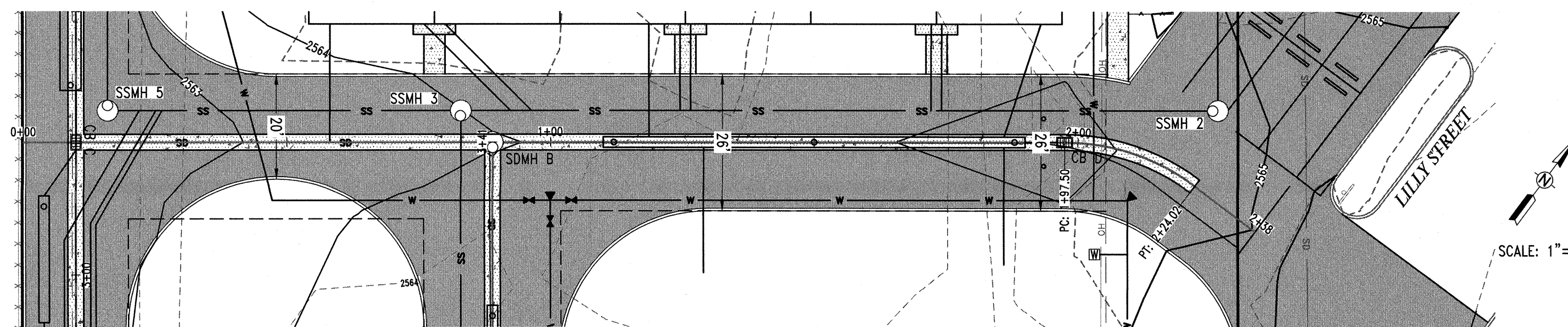
***WATER LINE NOTE:**
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HEAVY EQUIPMENT WORK ON SITE TO VERIFY ALL VALVES ARE IN GOOD WORKING ORDER.

SCALE: 1"=20'

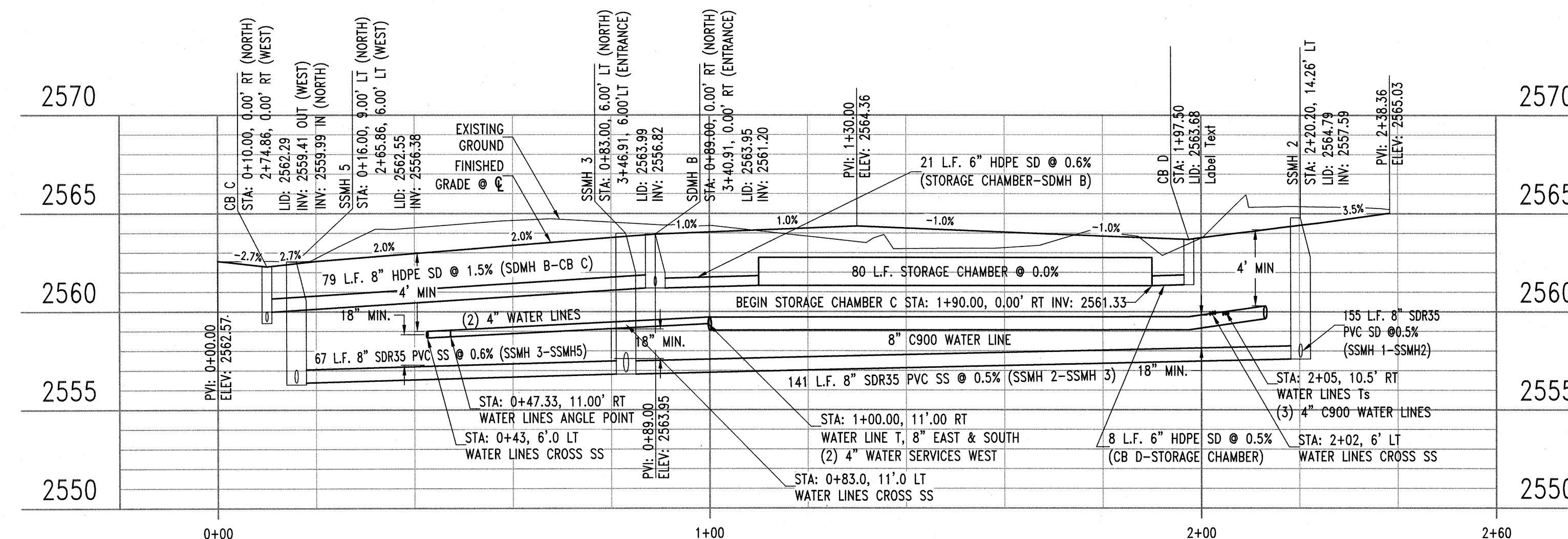


SCALE:
HORIZ: 1"=20'
VERT: 1"=5'

PLAN AND PROFILE - MAIN ENTRANCE



SCALE:
HORIZ: 1"=20'
VERT: 1"=5'



PLAN AND PROFILE - NORTH CROSSING

LEGEND

2.0%

+2588.00

2588.50

2588.00

MANHOLE

CATCH BASIN

CLEAN OUT - INSPECTION PORT

EXISTING FIRE HYDRANT

WATER METER

FRANCHISE UTILITY PEDESTAL

UTILITY POLE

LIGHT POLE

PROPERTY LINE

LOT LINE

ALIGNMENT CENTERLINE

EASEMENT LINE

WATER LINE

IRRIGATION LINE

FIRE PROTECTION WATER LINE

SANITARY SEWER LINE

STORM DRAIN LINE

TRENCH DRAIN

GAS, POWER, TELECOMMUNICATIONS - 1' SEPARATION
BETWEEN SERVICES, 30" BELOW GRADE, 6" SAND BED

EXISTING GAS LINE

STANDING CURB (TYPE A)

ASPHALT PAVING

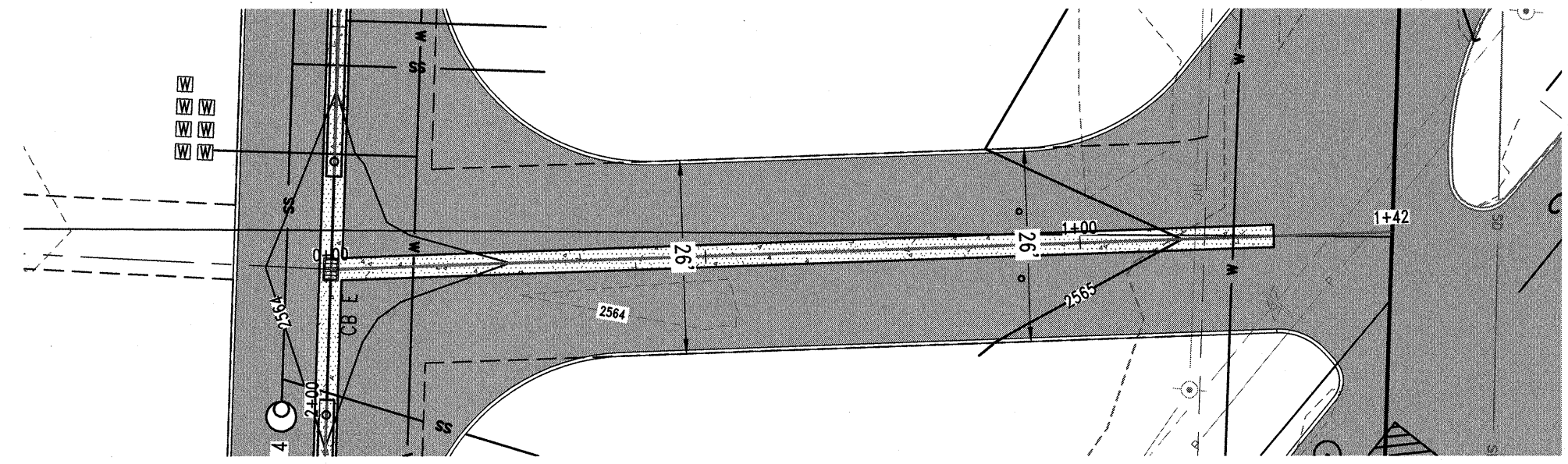
CONCRETE PAVING

GRADE INDICATOR, ARROW POINTS DOWN HILL
SPOT ELEVATION - PROPOSED FINISHED GRADE
SPOT ELEVATION - TOP BACK OF CURB/FINISHED GROUND
TW = TOP OF WALL, BW = BOTTOM OF WALL
MANHOLE

GATEWAY ON SIXTH
PLAN AND PROFILE - MAIN ENTRANCE AND NORTH CROSSING
J&S HOLDING COMPANY AND RUSTY OLPS
MOSCOW, IDAHO
(208) 640-9301

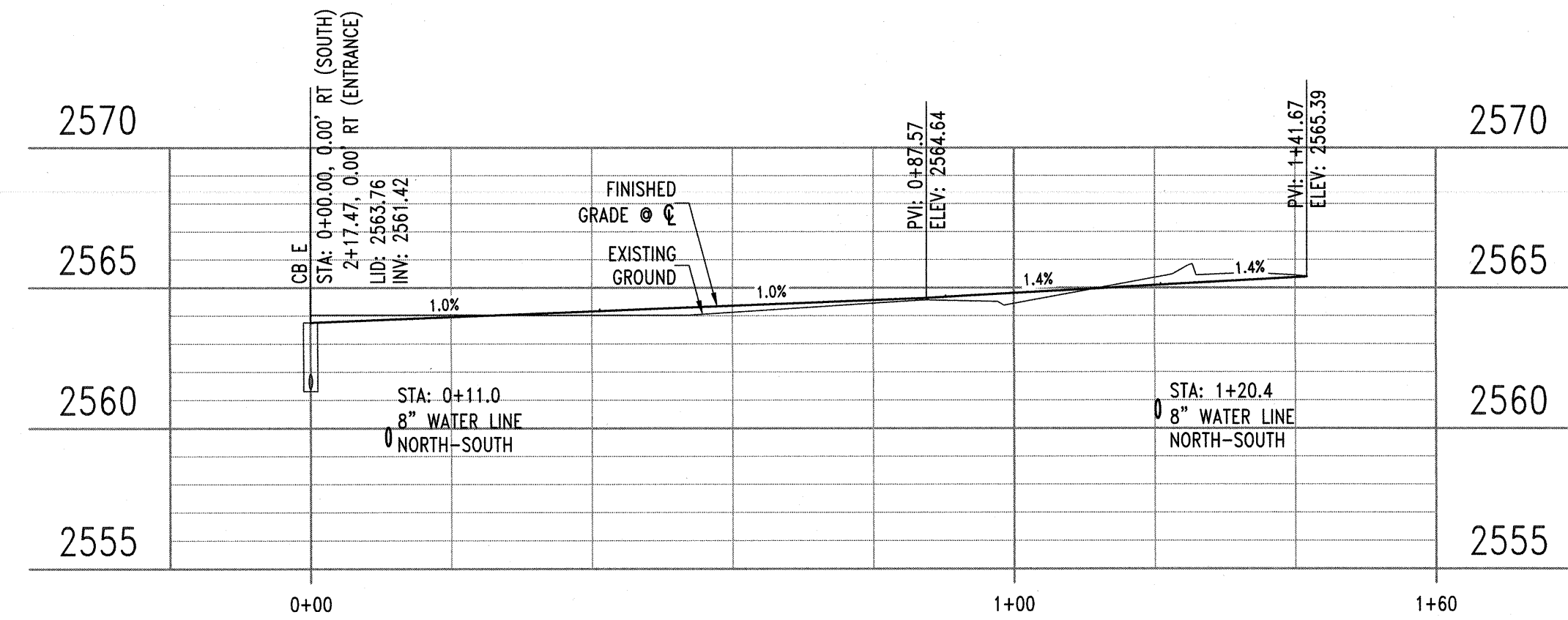
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Drafted by: SW/NN
Checked by: SB/NN
File Name: 4271 PROFILE.dwg
Tab: PROFILE 1
Layer Style: STANDARD
Plot Style: PRIMARY.CTB
Project: 4271-02-20
Date: 12/16/2020

C5



SCALE: 1"=20'

SCALE:
HORIZ: 1"=20'
VERT: 1"=5'



PLAN AND PROFILE - SOUTH CROSSING

LEGEND

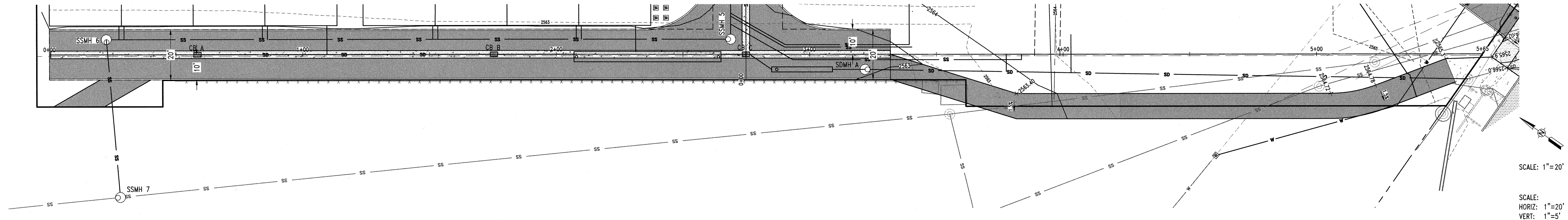
2.0%	GRADE INDICATOR, ARROW POINTS DOWN HILL
+2588.00	SPOT ELEVATION - PROPOSED FINISHED GRADE
2588.50	SPOT ELEVATION - TOP BACK OF CURB/FINISHED GROUND
2588.00	TW = TOP OF WALL, BW = BOTTOM OF WALL
MANHOLE	MANHOLE
CATCH BASIN	CATCH BASIN
CLEAN OUT - INSPECTION PORT	CLEAN OUT - INSPECTION PORT
EXISTING FIRE HYDRANT	EXISTING FIRE HYDRANT
WATER METER	WATER METER
FRANCHISE UTILITY PEDESTAL	FRANCHISE UTILITY PEDESTAL
UTILITY POLE	UTILITY POLE
LIGHT POLE	LIGHT POLE
PROPERTY LINE	PROPERTY LINE
LOT LINE	LOT LINE
ALIGNMENT CENTERLINE	ALIGNMENT CENTERLINE
EASEMENT LINE	EASEMENT LINE
W	WATER LINE
IRR	IRRIGATION LINE
FW	FIRE PROTECTION WATER LINE
SS	SANITARY SEWER LINE
SD	STORM DRAIN LINE
TD	TRENCH DRAIN
FRU	GAS, POWER, TELECOMMUNICATIONS - 1' SEPARATION BETWEEN SERVICES, 30" BELOW GRADE, 6" SAND BED
G	EXISTING GAS LINE
STANDING CURB (TYPE A)	STANDING CURB (TYPE A)
ASPHALT PAVING	ASPHALT PAVING
CONCRETE PAVING	CONCRETE PAVING



Know what's below.
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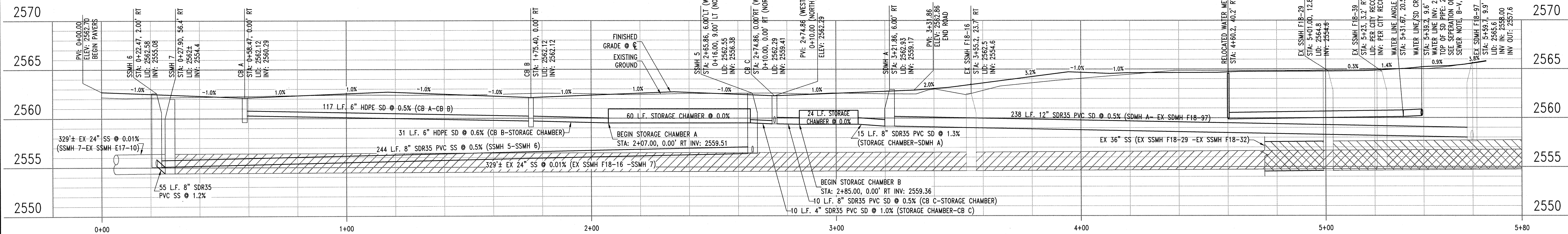
*WATER LINE NOTE:

NOTIFY CITY OF MOSCOW WATER DEPARTMENT MINIMUM 48 HOURS PRIOR TO ANY HEAVY EQUIPMENT WORK ON SITE TO VERIFY ALL VALVES ARE IN GOOD WORKING ORDER.



SCALE: 1"=20'

SCALE:
HORIZ: 1"=20'
VERT: 1"=5'

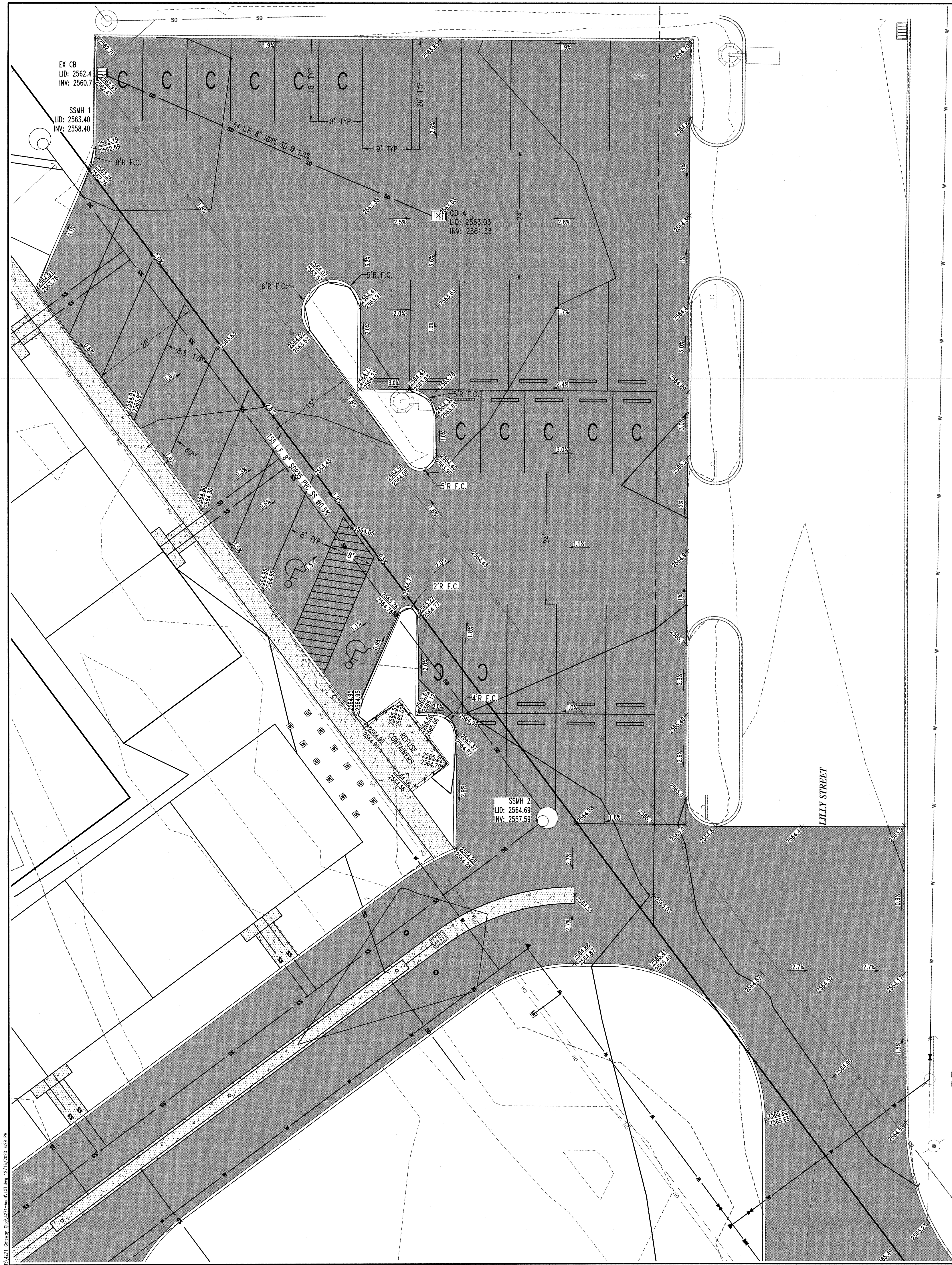


PLAN AND PROFILE - WEST SIDE

GATEWAY ON SIXTH
PLAN AND PROFILE - SOUTH CROSSING AND WEST SIDE
J&S HOLDING COMPANY AND RUSTY OLPS
SIXTH STREET
MOSCOW, IDAHO
(208) 940-9301

Designed By:	SB/NN
Drafted by:	SW/NN
Checked by:	SB/NN
File Name:	4271 PROFILE.dwg
Tab:	PROFILE 2
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4271-02-20
Date:	12/16/2020

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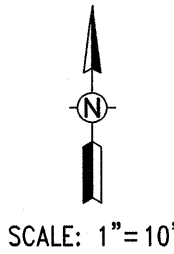


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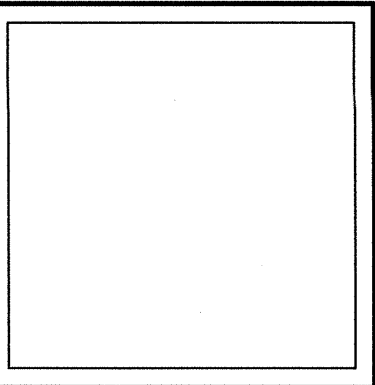
LEGEND

- GRADE INDICATOR, ARROW POINTS DOWN HILL
- SPOT ELEVATION - PROPOSED FINISHED GRADE
- SPOT ELEVATION - TOP BACK OF CURB/FINISHED GROUND
- TW = TOP OF WALL, BW = BOTTOM OF WALL
- MANHOLE
- CATCH BASIN
- CLEAN OUT - INSPECTION PORT
- EXISTING FIRE HYDRANT
- WATER METER
- FRANCHISE UTILITY PEDESTAL
- UTILITY POLE
- LIGHT POLE
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- WATER LINE
- IRRIGATION LINE
- FIRE PROTECTION WATER LINE
- SS
- SANITARY SEWER LINE
- SD
- STORM DRAIN LINE
- TD
- TRENCH DRAIN
- GAS, POWER, TELECOMMUNICATIONS - 1' SEPARATION
BETWEEN SERVICES, 30" BELOW GRADE, 6" SAND BED
- EXISTING GAS LINE
- STANDING CURB (TYPE A)
- ASPHALT PAVING
- CONCRETE PAVING



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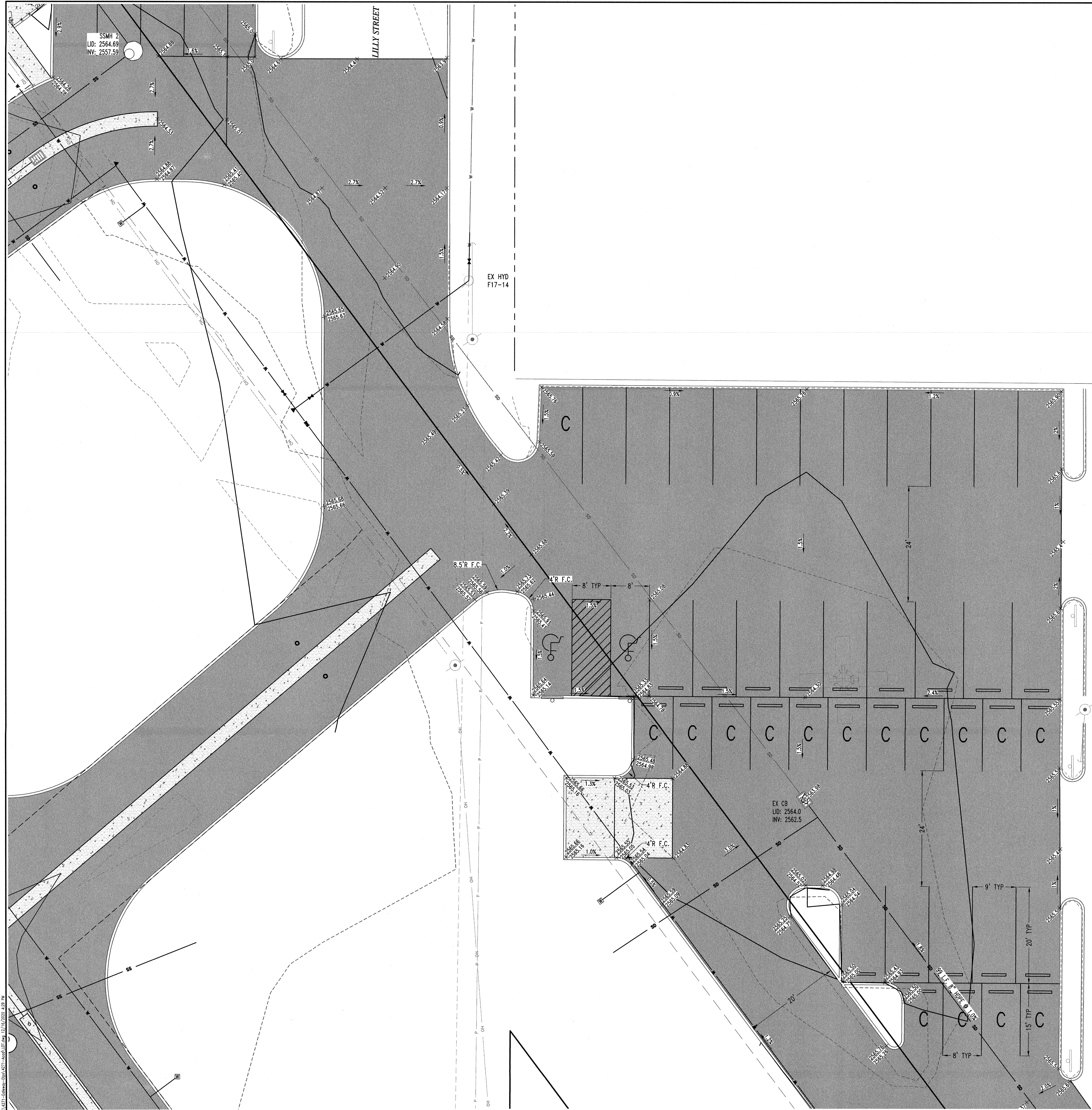
PROFESSIONAL ENGINEER
LICENSED
17473
12-17-2020
STATE OF IDAHO
Nuri W. Nimmet



GATEWAY ON SIXTH
EAST PARKING LOT - NORTH SECTION
J&S HOLDING COMPANY AND RUSTY OLIPS
SIXTH STREET
MOSCOW, IDAHO
(208) 640-9301

Designed By:	SB/NN
Drafted by:	SW/NN
Checked by:	SB/NN
File Name:	4271 LOT.dwg
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Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4271-02-20
Date:	12/16/2020

C7

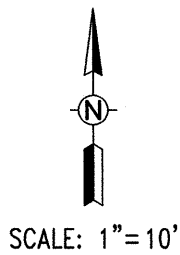


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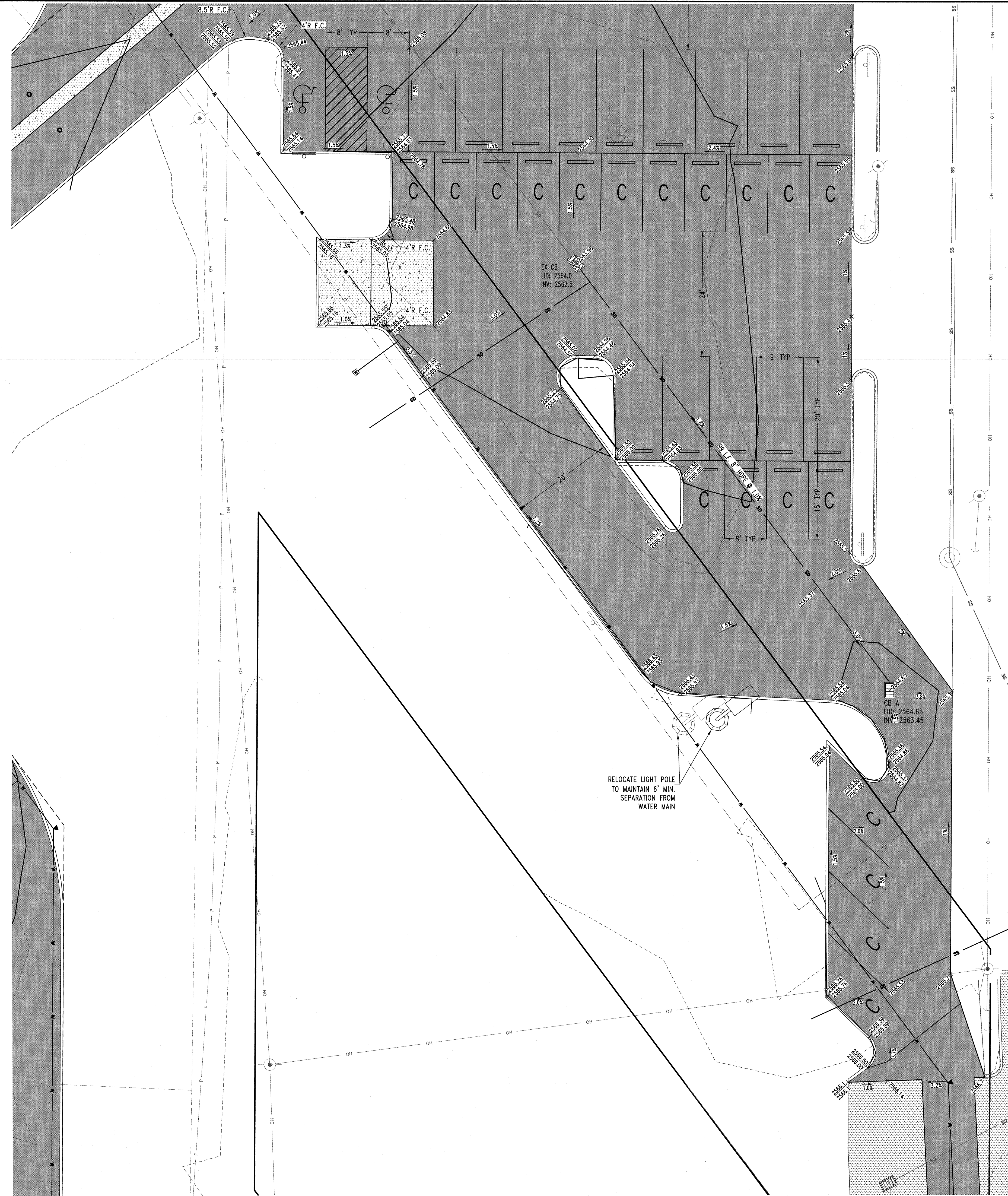
LEGEND

- 2.0% GRADE INDICATOR, ARROW POINTS DOWN HILL
- +2588.00 SPOT ELEVATION - PROPOSED FINISHED GRADE
- 2588.50 SPOT ELEVATION - TOP BACK OF CURB/FINISHED GROUND
- 2588.00 TW = TOP OF WALL, BW = BOTTOM OF WALL
- MANHOLE
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- CLEAN OUT - INSPECTION PORT
- EXISTING FIRE HYDRANT
- WATER METER
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- PROPERTY LINE
- LOT LINE
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- W WATER LINE
- IRR IRRIGATION LINE
- FW FIRE PROTECTION WATER LINE
- SS SANITARY SEWER LINE
- SD STORM DRAIN LINE
- TD TRENCH DRAIN
- FRU GAS, POWER, TELECOMMUNICATIONS - 1' SEPARATION BETWEEN SERVICES, 30" BELOW GRADE, 6" SAND BED
- G EXISTING GAS LINE
- STANDING CURB (TYPE A)
- ASPHALT PAVING
- CONCRETE PAVING



GATEWAY ON SIXTH
EAST PARKING LOT - MID SECTION
J&S HOLDING COMPANY AND RUSTY OLPS
SIXTH STREET
MOSCOW, IDAHO
(208) 640-3301

Designed By:	SB/NN
Drafted by:	SW/NN
Checked by:	SB/NN
File Name:	4271 LOT.dwg
Tab:	LOT 2
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4271-02-20
Date:	12/16/2020



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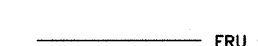
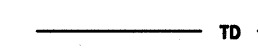
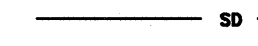
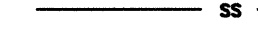
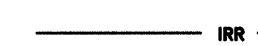
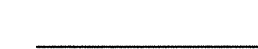
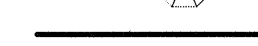
LEGEND

2.0%

+2588.00

2588.50

2588.00



GRADE INDICATOR, ARROW POINTS DOWN HILL

SPOT ELEVATION - PROPOSED FINISHED GRADE

SPOT ELEVATION - TOP BACK OF CURB/FINISHED GROUND

TW = TOP OF WALL, BW = BOTTOM OF WALL

MANHOLE

CATCH BASIN

CLEAN OUT - INSPECTION PORT

EXISTING FIRE HYDRANT

WATER METER

FRANCHISE UTILITY PEDESTAL

UTILITY POLE

LIGHT POLE

PROPERTY LINE

LOT LINE

EASEMENT LINE

WATER LINE

IRRIGATION LINE

FIRE PROTECTION WATER LINE

SANITARY SEWER LINE

STORM DRAIN LINE

TRENCH DRAIN

GAS, POWER, TELECOMMUNICATIONS - 1' SEPARATION

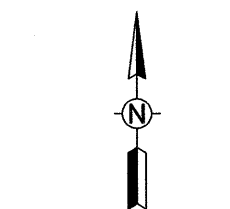
BETWEEN SERVICES, 30" BELOW GRADE, 6" SAND BED

EXISTING GAS LINE

STANDING CURB (TYPE A)

ASPHALT PAVING

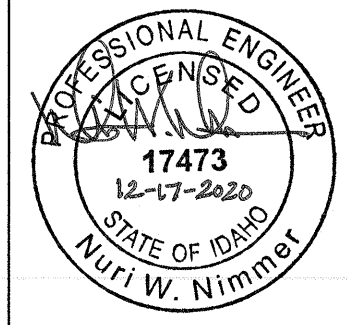
CONCRETE PAVING



SCALE: 1"=10'

Hedge & Associates, Inc.
Engineers - Planners - Landscape Architects

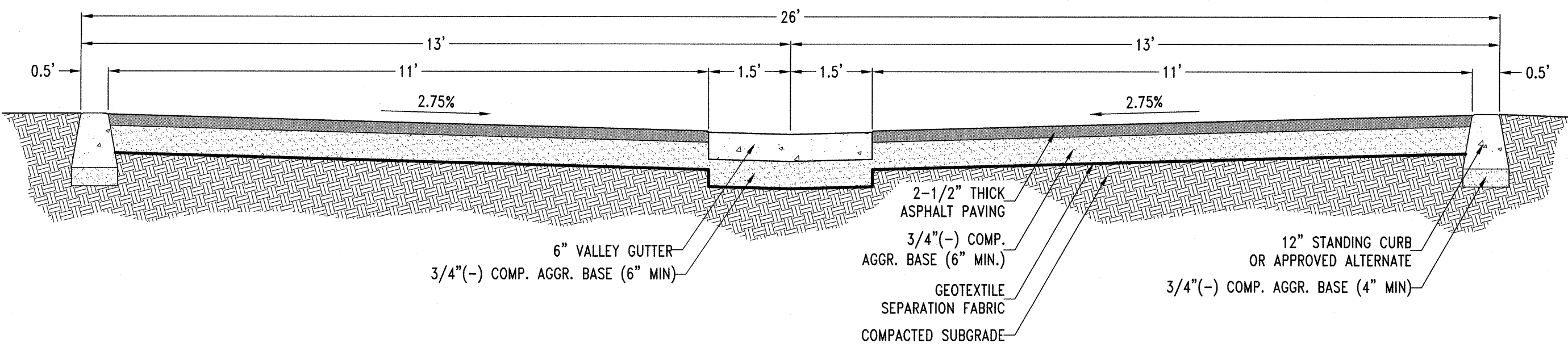
P.O. Box 8778
405 S. Washington Street
Moscow, Idaho 83843
(208) 882-3520



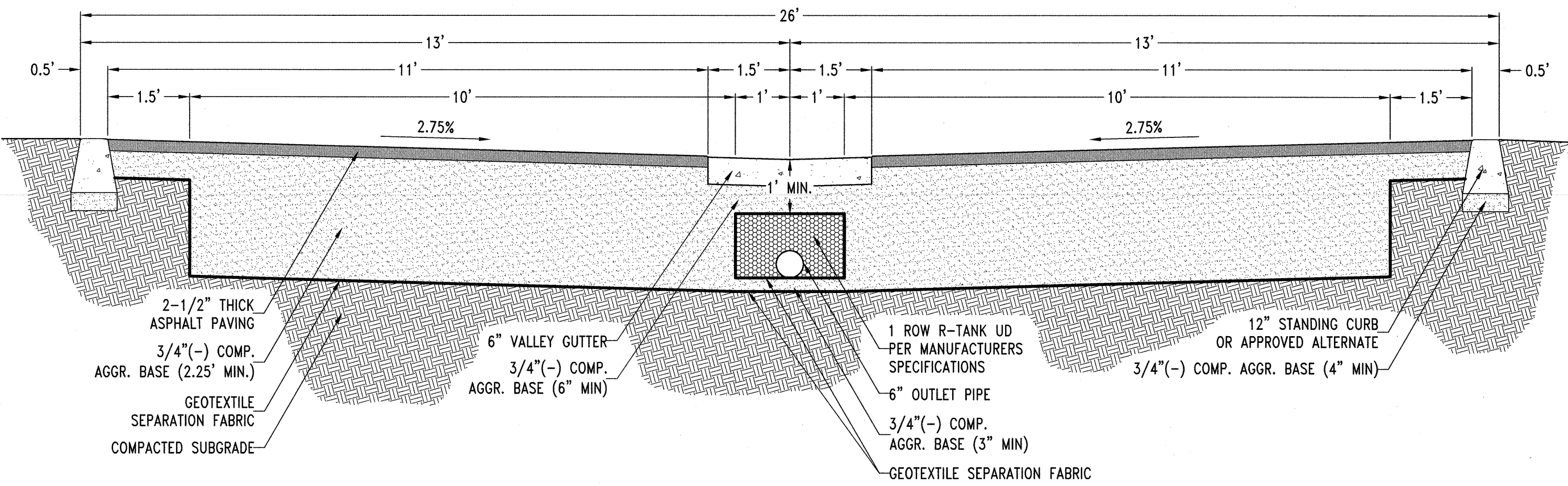
GATEWAY ON SIXTH
EAST PARKING LOT - SOUTH SECTION
J&S HOLDING COMPANY AND RUSTY OLPS
SIXTH STREET
MOSCOW, IDAHO
(208) 640-3301

Designed By:	SB/NN
Drafted by:	SW/NN
Checked by:	SB/NN
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Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
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Date:	12/16/2020

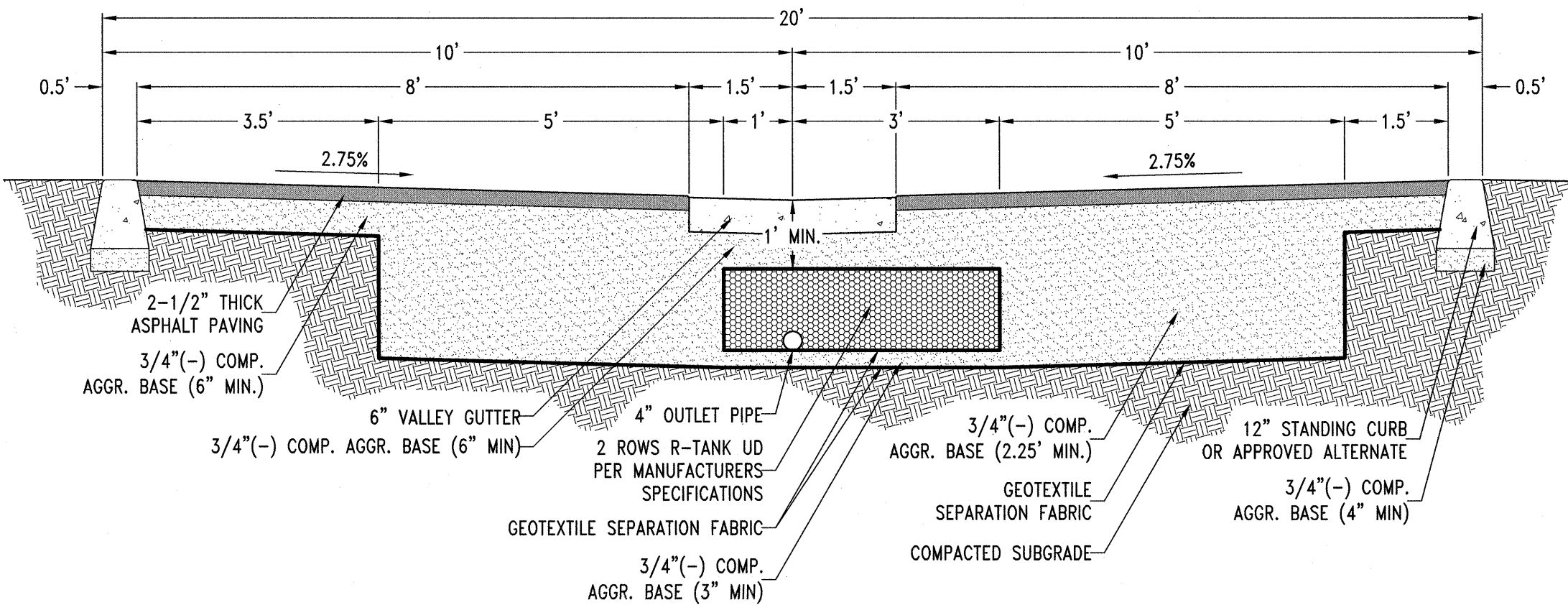
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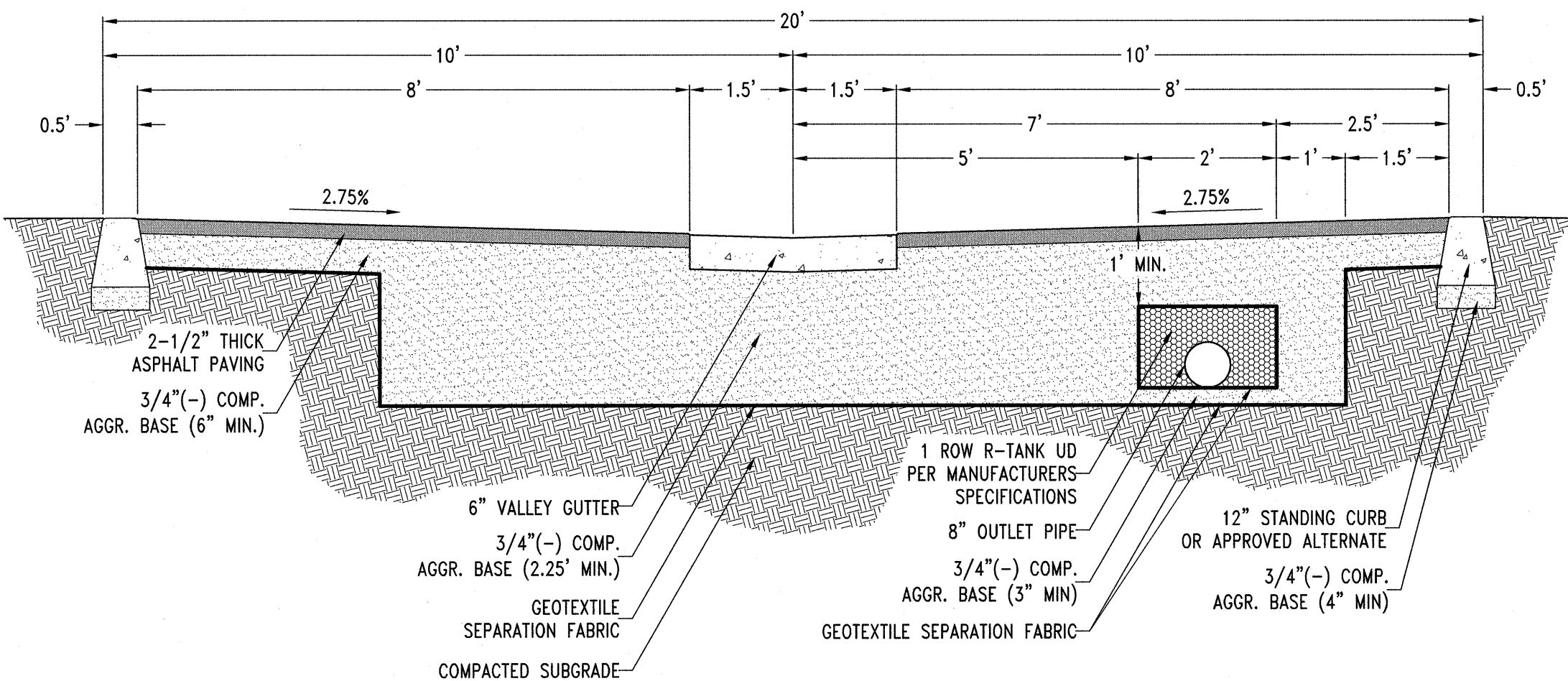
ROADWAY SECTION
TYPICAL SECTION



ROADWAY SECTION WITH STORAGE CHAMBER
TYPICAL SECTION

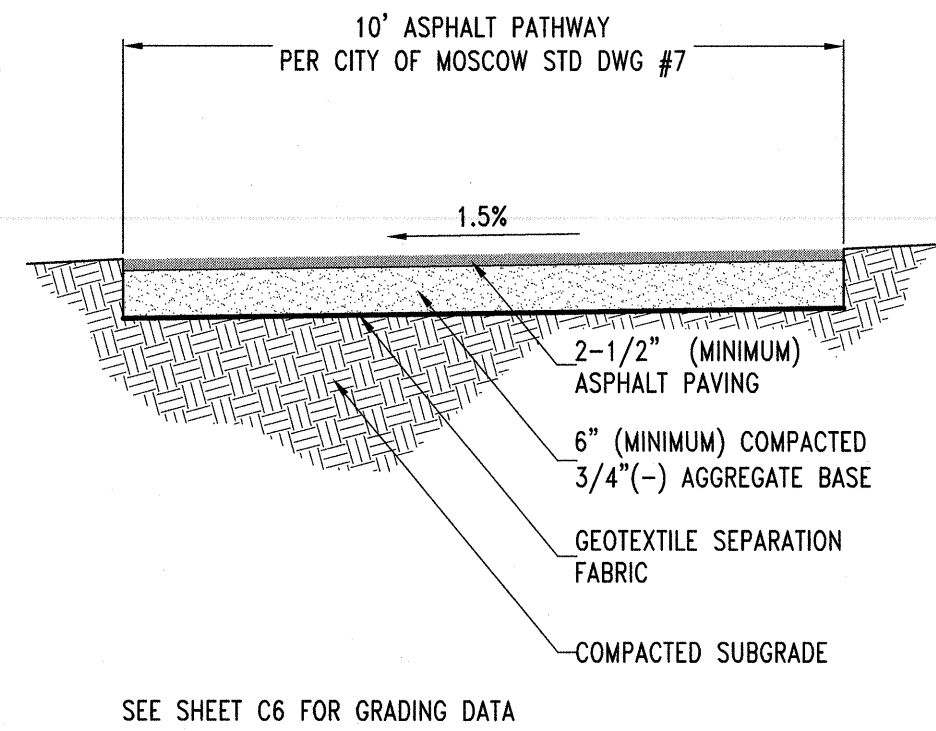


ROADWAY SECTION STORAGE CHAMBER A
TYPICAL SECTION

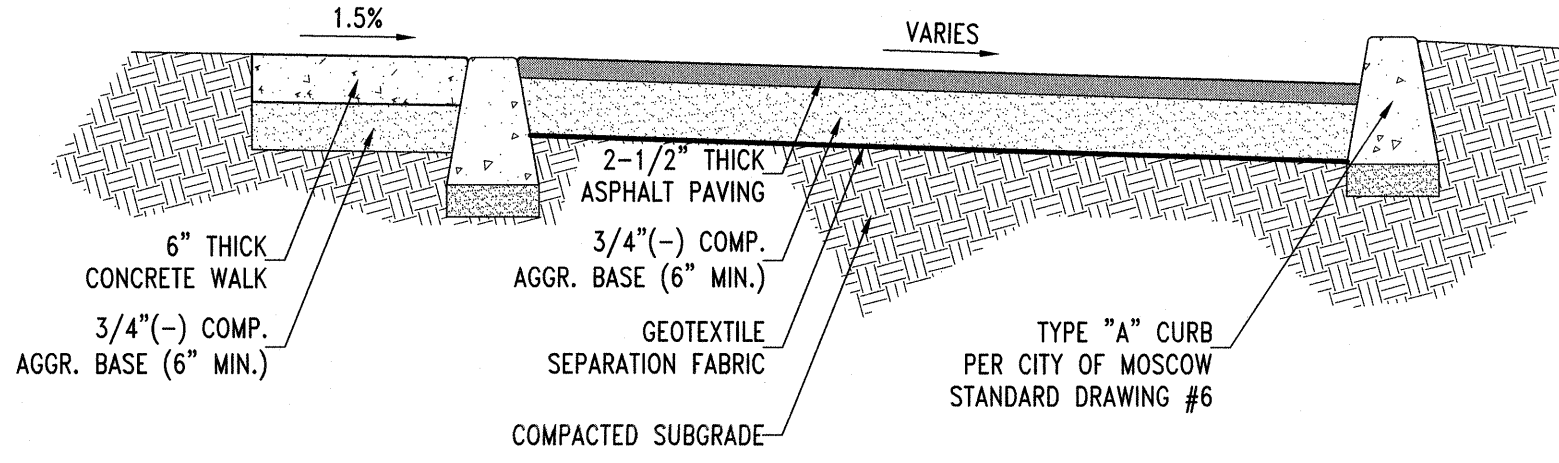


ROADWAY SECTION STORAGE CHAMBER B
TYPICAL SECTION

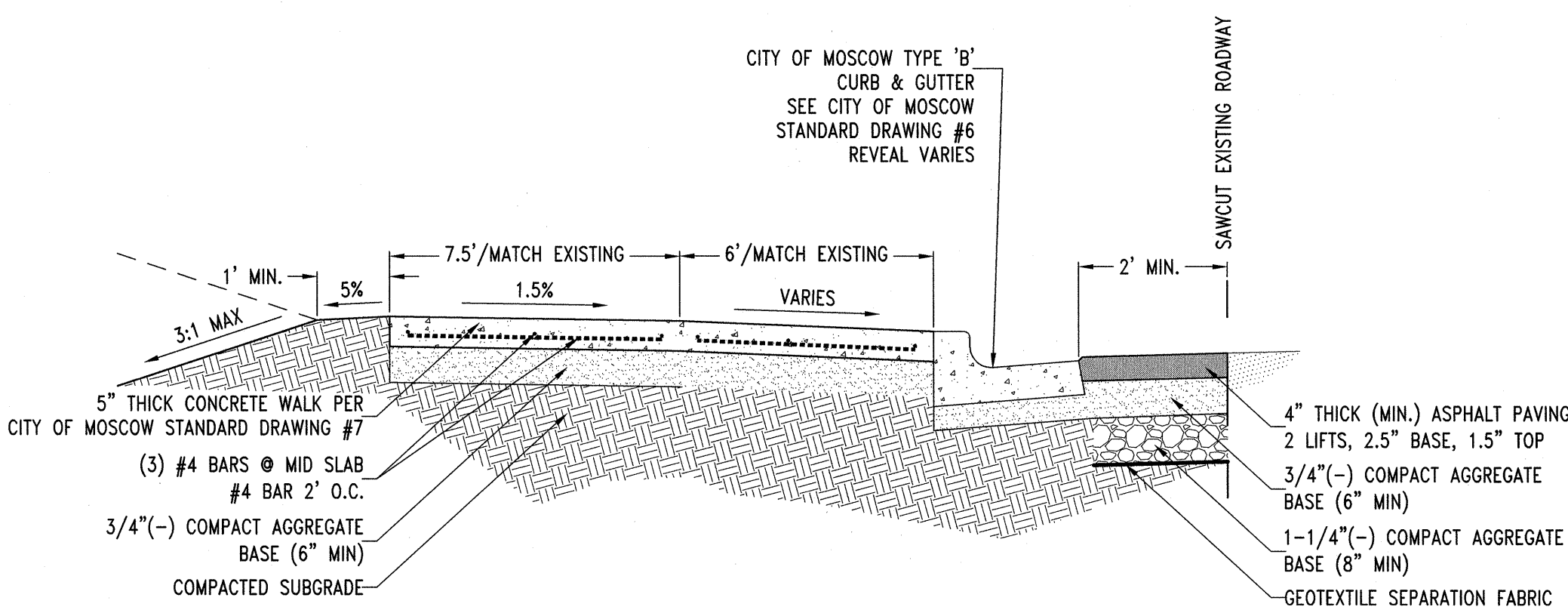
***WATER LINE NOTE**
NOTIFY CITY OF MOSCOW WATER DEPARTMENT MINIMUM 48 HOURS PRIOR TO ANY HEAVY EQUIPMENT WORK ON SITE TO VERIFY ALL VALVES ARE IN GOOD WORKING ORDER.



ASPHALT PATHWAY
TYPICAL SECTION



EAST PARKING LOT PAVING
TYPICAL SECTION



SIDEWALK REPLACEMENT IN RIGHT-OF-WAY
TYPICAL SECTION



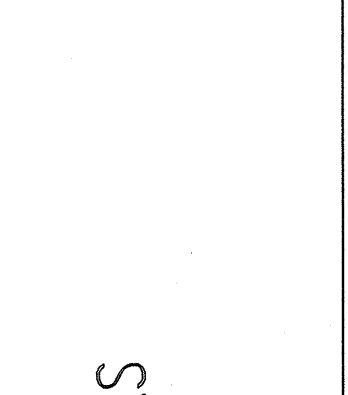
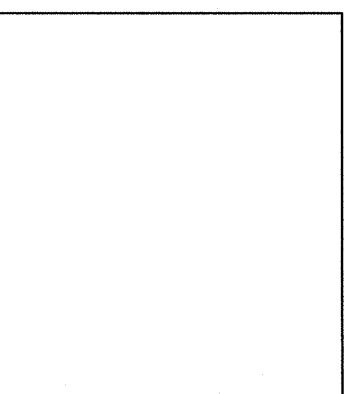
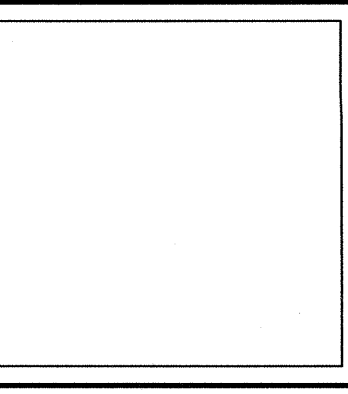
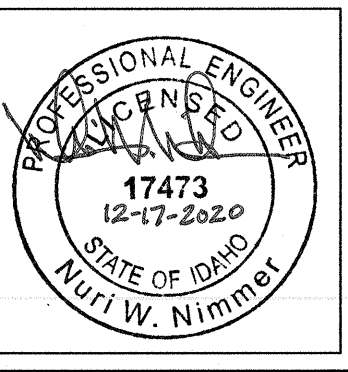
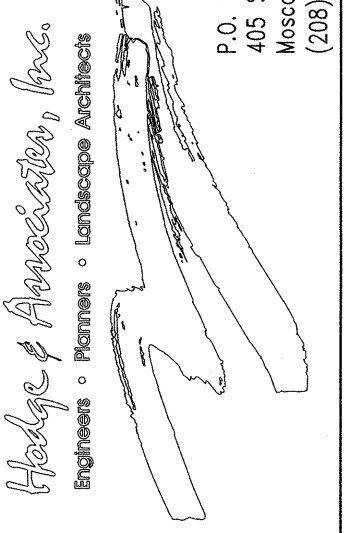
- GENERAL NOTES**
- ALL WORK TO BE IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
 - UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED ACCURATE OR COMPLETE. CALL 811 FOR UTILITY LOCATES BEFORE BEGINNING CONSTRUCTION.
 - ALL CONSTRUCTION MUST COMPLY WITH STATE OF IDAHO STANDARDS FOR DRINKING WATER SYSTEMS AND WITH THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY CRITERIA FOR SEWAGE WORKS DESIGN.
 - THE OWNER IS RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL ORDINANCES, POLICIES AND LAWS. AN APPROVED EROSION CONTROL PLAN IS PROVIDED AS PART OF THESE CONSTRUCTION DRAWINGS.
 - MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT WILL BE DETERMINED USING AASHTO T99 EXCEPT AS NOTED. IN PLACE DENSITY AND MOISTURE CONTENT SHALL BE DETERMINED BY ASTM D 2922 (NUCLEAR DENSOMETER).
 - THE DEVELOPER'S ENGINEER TO FURNISH DESCRIPTIONS FOR ALL PUBLIC UTILITY EASEMENTS OUTSIDE THE BOUNDARY OF THE PLAT. THE CITY WILL PREPARE THE EASEMENT DOCUMENTS.

- ROADWAY**
- ALL BACKFILL AND SUBGRADE IN PUBLIC STREET SECTION SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY.
 - SEE TYPICAL SECTION 1, 2, & 3 THIS SHEET. PLACE COMBINATION CURB AND GUTTER, (SEE DWG #6 CITY OF MOSCOW STANDARD DRAWINGS) ON ALL PUBLIC STREETS.
 - ADJUST ALL MANHOLES AND WATER VALVE BOXES TO FINISHED GRADE PRIOR TO PAVING.
 - ALL OFFSET DIMENSIONS ARE FROM INDICATED STATION LINES UNLESS OTHERWISE NOTED.
 - STREET MONUMENTS SHALL BE SET BY ENGINEER IN CASINGS PROVIDED AND SET BY CONTRACTOR. ENGINEER SHALL MARK LOCATION OF CASINGS FOR CONTRACTOR.
 - ALL CUT OR FILL SLOPES ON STREET RIGHTS-OF-WAY SHALL BE MULCHED TO PREVENT EROSION. SEE EROSION CONTROL PLAN, SHEET C2.
 - ALL CURB RADII AT INTERSECTIONS TO BE 25 FEET, PER CITY STANDARD, UNLESS SPECIFICALLY NOTED OTHERWISE.

- STORM & SANITARY SEWER**
- THE CITY OF MOSCOW IS OPERATOR OF WATER AND SEWER FACILITIES SERVING THIS DEVELOPMENT.
 - ALL TRENCH AND FOUNDATION EXCAVATIONS GREATER THAN FOUR FEET DEEP SHALL HAVE SLOPES OF 1.5:1 (HORIZONTAL TO VERTICAL) OR, BRACING OR SHORING SHALL BE PROVIDED IN ACCORDANCE WITH OSHA AND OTHER APPROPRIATE LOCAL CODES.
 - ALL SATURATED, LOOSE, OR DISTURBED SOIL SHALL BE REMOVED FROM THE BOTTOM OF UTILITY TRENCHES PRIOR TO PLACEMENT OF PIPE BEDDING. PIPE BEDDING AND TRENCH BACKFILL SHALL BE PLACED IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
 - SEWER STUBS SHALL BE INSTALLED AT A MINIMUM SLOPE OF 1/4" PER FOOT, AND CONNECTED TO MAINS USING MANUFACTURED WYES.
 - SANITARY SEWER STUBS SHALL BE TERMINATED BY PROVIDING AN ELBOW AND CAPPED RISER TO 12" MINIMUM ABOVE FINISHED GRADE. TERMINATE AT PROPERTY LINE. MATERIAL SHALL BE GREEN (SDR 35) PVC. WRAP 'SEWER' LOCATE TAPE ON ENDS; TAPE FURNISHED BY CONTRACTOR.
 - FOUNDATION DRAIN STUBS SHALL BE TERMINATED BY PROVIDING AN ELBOW & CAPPED RISER TO 12" MINIMUM ABOVE GRADE. TERMINATE AT PROPERTY LINE. MATERIAL SHALL BE WHITE PVC. WRAP 'STORM SEWER' LOCATE TAPE ON ENDS; TAPE FURNISHED BY CONTRACTOR.
 - ALL STORM AND SANITARY SEWER LINES SHALL HAVE 2.0' MINIMUM COVER.
 - USE ECCENTRIC CONES EXCEPT WHEN SPECIFICALLY APPROVED BY THE ENGINEER. PLACE THE CONE ENTRY HOLE ABOVE THE OUTLET PIPE. FLAT TOPS ARE NOT ALLOWED WITHOUT APPROVAL OF THE ENGINEER.
 - SANITARY SEWER PIPE (SS): ALL SS PIPE TO BE SDR 35, PVC (GREEN), UNLESS OTHERWISE NOTED.
 - STORM SEWER PIPE (SD): ALL SD PIPE TO BE SDR 35, PVC (WHITE), UNLESS OTHERWISE NOTED.

- WATER**
- WATER SERVICES SHALL BE DUG AND INSTALLED BY CONTRACTOR AT OWNER'S EXPENSE. CONTRACTOR TO FURNISH ALL WATER SERVICE MATERIALS AND PERFORM ALL TAPS TO NEW PIPE OWNED BY CONTRACTOR. CITY CREW WILL MAKE TAP TO EXISTING MAINS ONLY.
 - ALL WATER SERVICES SHALL BE INSPECTED BY THE CITY PRIOR TO BACKFILLING TRENCHES.
 - INSTALL "LOCATE" TAPE 18" ABOVE PIPE AND #10 LOCATE WIRE DIRECTLY ABOVE PIPE IN PVC WATER LINE TRENCH. REFER TO DETAIL, THIS SHEET.
 - HYDROSTATIC TESTING AND DISINFECTION OF WATER MAINS SHALL BE DONE IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS. THE CONTRACTOR SHALL REQUEST PIPE TESTING AT LEAST 48 HOURS IN ADVANCE OF THE TIME ACTUAL TESTS SHALL BE PERFORMED.
 - BACK FLOW DEVICES SHALL BE PROVIDED PER CITY CODES AND POLICIES.
 - FIRE HYDRANTS SHALL BE PLACED WITH THE STEAMER PORT FACING THE STREET OR DRIVEWAY AS APPROPRIATE AND SHALL BE MAINTAINED CLEAR AND ACCESSIBLE FOR FIRE PROTECTION DURING CONSTRUCTION. NO OBSTRUCTIONS SHALL BE PLACED WITHIN THREE FEET OF THE FIRE HYDRANT.
 - WATER PIPE: ALL WATER MAINS TO BE C 900 CLASS 150 PVC, UNLESS OTHERWISE NOTED.
 - ALL WATER SERVICE MATERIALS SHALL BE IRON PIPE SIZE (IPS).
 - WATER MAIN DISINFECTION:
A. NEW WATER MAIN DISINFECTION SHALL BE CONDUCTED IN ACCORDANCE WITH ANSI/ASSW C651 AND SHALL CONFORM TO ALL STATE OF IDAHO AND CITY OF MOSCOW STANDARDS FOR WATER MAIN DISINFECTION.
B. MINIMUM CHLORINATION SOLUTION SHALL BE 25 MG/L.
C. MINIMUM CHLORINATION CONTACT TIME SHALL BE 24 HOURS WITH A RESIDUAL CHLORINE SOLUTION OF 10 MG/L.

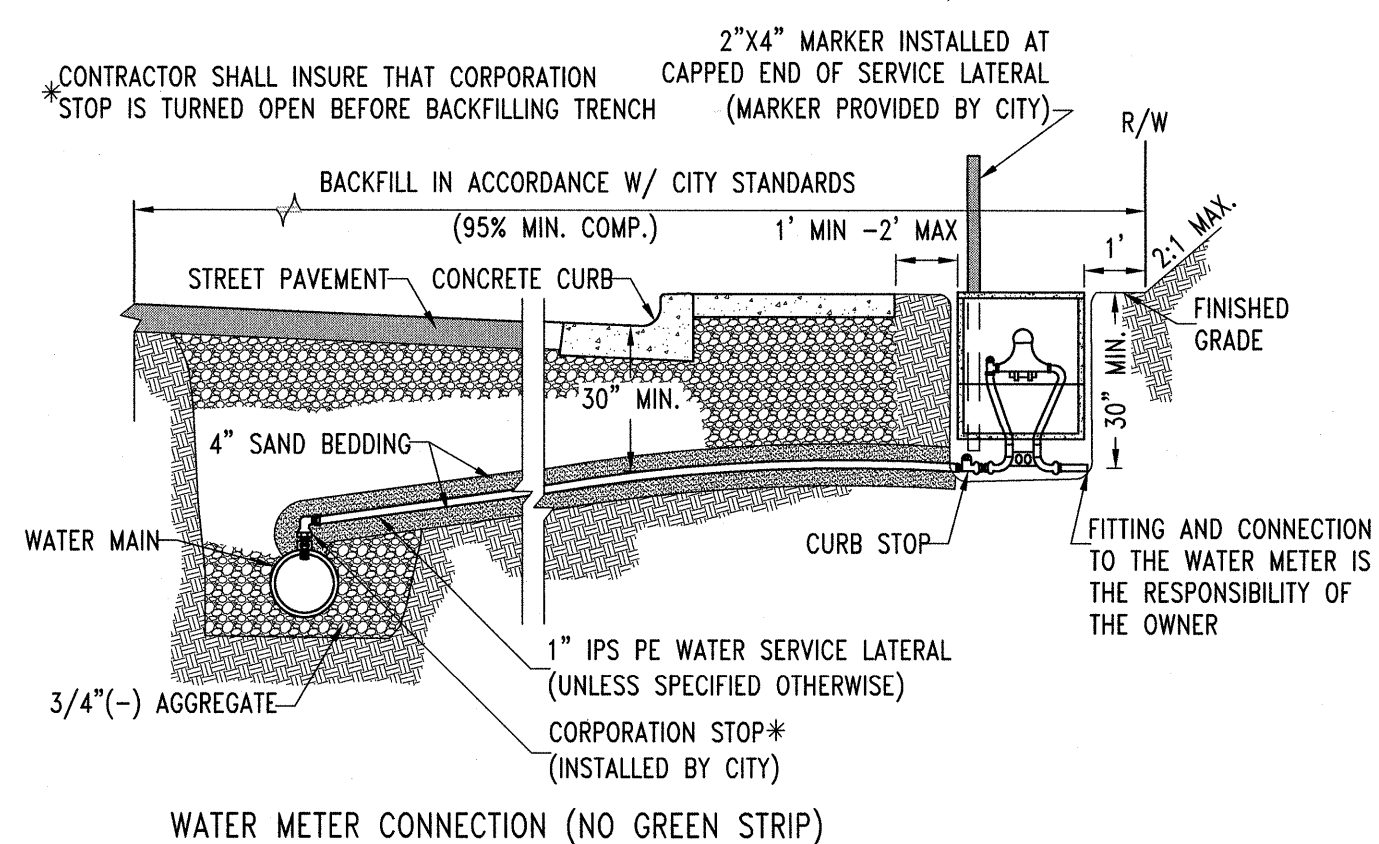
- SEPARATION OF WATER AND SEWER**
- WATER AND SEWER (SANITARY OR STORM) MAINS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE NO LESS THAN TEN (10) FEET. IN ANY INSTANCE WHERE SUCH SEPARATION IS NOT ACHIEVABLE, THE FOLLOWING STANDARDS SHALL BE MET:
I. THE WATER AND SEWER MAINS SHALL BE SEPARATED BY AT LEAST SIX (6) HORIZONTAL FEET MEASURED BETWEEN THE OUTSIDE WALLS OF THE PIPES, AND THE SEWER MAIN SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS AT ALL SUCH POINTS; AND
II. THE WATER MAIN SHALL BE A MINIMUM OF EIGHTEEN (18) INCHES ABOVE THE SEWER MAIN.
B. THE REQUIREMENTS FOR THE VERTICAL SEPARATION OF WATER AND SEWER MAINS ARE AS FOLLOWS:
I. AT ANY POINT WHERE THE SEWER AND WATER MAINS CROSS, THEY SHALL BE SEPARATED BY A VERTICAL DISTANCE OF NO LESS THAN EIGHTEEN (18) INCHES.
II. AT ANY POINT WHERE THE SEWER MAIN CROSSES ABOVE THE WATER MAIN THE SEWER MAIN SHALL BE SUPPORTED TO MAINTAIN LINE & GRADE.
III. AT ANY POINT WHERE THE SEWER AND WATER MAIN CROSS, THE CROSSING SHALL BE ARRANGED SO THAT THE WATER MAIN JOINTS WILL BE EQUAL DISTANCE AND AS FAR AS POSSIBLE FROM THE SEWER MAIN JOINTS.
IV. IF THE WATER MAIN IS BELOW THE SEWER MAIN, THE SEWER MAIN SHALL BE CONSTRUCTED OF MATERIALS CONFORMING TO WATER MAIN STANDARDS AND PRESSURE TESTED TO 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING IF THE EIGHTEEN (18) INCH VERTICAL SEPARATION CANNOT BE MAINTAINED.
V. IN LIEU OF CONSTRUCTING (OR RECONSTRUCTING) A NON-POTABLE WATER MAIN DUE TO LESS THAN EIGHTEEN (18) INCHES OF VERTICAL SEPARATION FROM A POTABLE WATER MAIN, EITHER THE NON-POTABLE MAIN OR THE POTABLE WATER MAIN MAY BE ENCASED WITH A SLEEVEING MATERIAL ACCEPTABLE TO DEQ FOR A DISTANCE OF TEN (10) HORIZONTAL FEET ON BOTH SIDES OF THE CROSSING.



GATEWAY ON SIXTH
GENERAL NOTES AND DETAILS
J&S HOLDING COMPANY AND RUSTY OLPS
SIXTH STREET
MOSCOW, IDAHO
(208) 640-9301

Designed By:	SB/NN
Drafted by:	SW/NN
Checked by:	SB/NN
File Name:	4271 DETAIL.dwg
Tab:	DETAIL
Layer Style:	STANDARD
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Project:	4271-02-20
Date:	12/16/2020

C10



TYPICAL SECTION NTS C11



TYPICAL SECTION

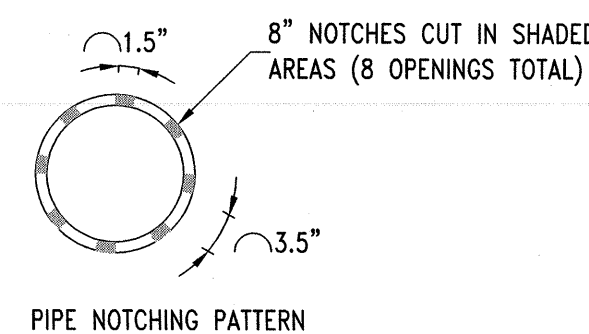


3. ALL WATER SERVICE MATERIALS FURNISHED BY CONTRACTOR.
2. TRENCH BOTTOM TO BE PREPARED, AS REQUIRED, FOR A FIRM BED. IF THE WATER SERVICE LINE AND SANITARY OR STORM DRAIN SERVICE LINES FROM THE RIGHT-OF-WAY TO THE HOUSE, ARE INSTALLED IN THE SAME TRENCH, THEN ALL THREE OF THE FOLLOWING REQUIREMENTS SHALL BE MET:
 - A. THE BOTTOM OF THE WATER PIPE, AT ALL JOINTS, SHALL BE AT LEAST TWELVE INCHES (12") ABOVE THE TOP OF THE SANITARY OR STORM DRAIN SERVICE LINES.
 - B. THE WATER PIPE SHALL BE PLACED ON A SOLID SHELF, EXCAVATED AT ONE SIDE OF THE COMMON TRENCH, WITH A MINIMUM CLEAR HORIZONTAL DISTANCE OF AT LEAST TWELVE INCHES (12") FROM THE SANITARY OR STORM DRAIN SERVICE LINE.
 - C. WHERE THE SANITARY OR STORM DRAIN LINE CROSSES THE WATER SERVICE LINE, THE TOP OF THE SANITARY OR THE STORM DRAIN LINE IS A MINIMUM OF TWELVE INCHES (12") BELOW THE WATER SERVICE LINE.
3. THE ROADWAY SUBGRADE SHALL BE ESTABLISHED PRIOR TO THE INSTALLATION OF THE WATER SERVICE LATERALS.
4. THE WATER SERVICE LATERAL SHALL BE BEDDED IN SAND OR PEA GRAVEL FROM FOUR INCHES (4") UNDER THE PIPE TO FOUR INCHES (4") OVER THE PIPE.
5. AFTER THE INSTALLATION OF THE WATER SERVICE LATERAL, A 2"x4" WOODEN MARKER SHALL BE PLACED AT THE CAPPED END OF THE CURB STOP. THE MARKER WILL BE PROVIDED BY THE CITY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL, MAINTAIN, AND PROTECT THE MARKER.
6. THE CAPPED CURB STOP SHALL BE LOCATED EIGHTEEN INCHES (18") BEYOND THE BACK OF CURB, IF PLACED IN THE GREEN STRIP, AND ONE FOOT (1') MINIMUM TO TWO FEET (2') MAXIMUM BEYOND THE BACK OF SIDEWALK, IF SIDEWALK IS INSTALLED NEXT TO THE CURB.
7. THE CAPPED CURB STOP SHALL BE BURIED TO A MINIMUM DEPTH OF THIRTY INCHES (30") FROM FINISHED GRADE ELEVATION.
8. THE WATER SERVICE LATERAL AND CURB STOP SHALL BE INSTALLED PERPENDICULAR TO EITHER THE CURB OR THE SIDEWALK.
9. WHEN WATER METER IS LOCATED IN THE GREEN STRIP, A TWO INCH (2") MINIMUM DIAMETER CONDUIT SHALL BE INSTALLED EXTENDING TWO FEET (2') FROM THE FRONT OF THE SIDEWALK TO TWO FEET (2') BEHIND THE BACK OF THE SIDEWALK.
10. PIPE INSTALLATION SHALL BE INSPECTED BY THE CITY BEFORE THE TRENCH IS BACKFILLED.
11. OWNER TO OBTAIN THE NECESSARY PERMITS FROM THE MOSCOW COMMUNITY DEVELOPMENT DEPARTMENT AND PUBLIC WORKS DEPARTMENT.
12. THE OWNER'S WORK SHALL COMPLY WITH THE UNIFORM PLUMBING CODE (UPC).
13. ALL BACKFILL UNDER SIDEWALKS SHALL BE 3/4"(-) CRUSHED AGGREGATE (95% MIN. COMPACTION).

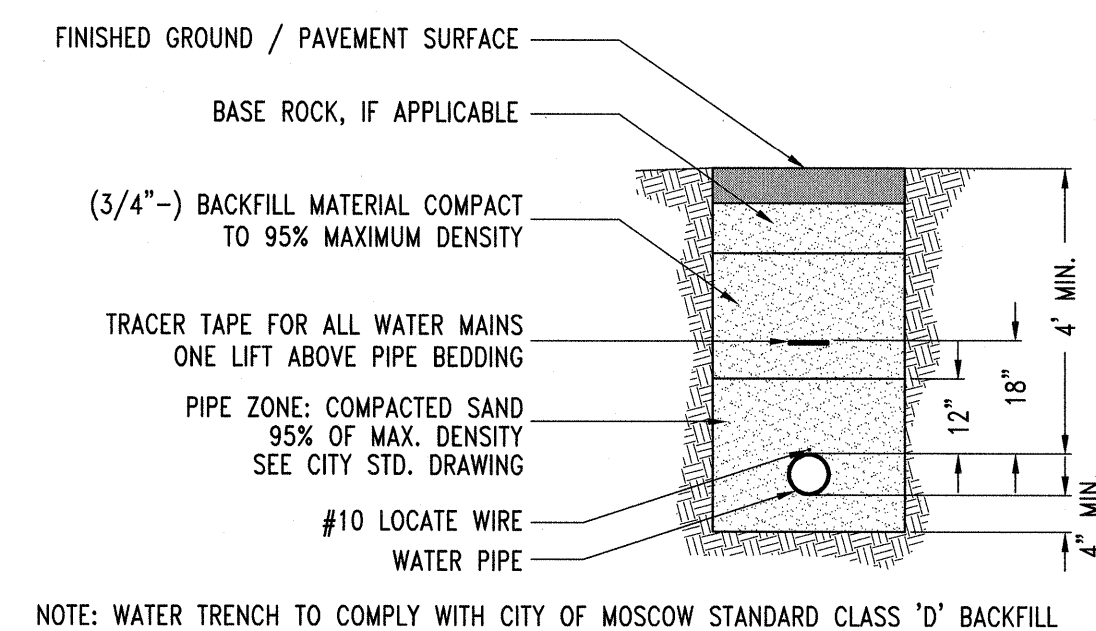
1. THRUST BLOCKS SHALL BE CAST AGAINST UNDISTURBED, FIRM EARTH.
2. HYDRANTS SHALL BE SET TRULY VERTICAL.
3. MATERIALS AND INSTALLATION SHALL ALSO CONFORM TO THE CITY'S STANDARD SPECIFICATIONS.
4. FOR LIVE TAP ONLY: AFTER THE CONTRACTOR EXPOSES THE MAIN, THE CITY WILL PROVIDE THE LABOR AND PIPE TAPPING TOOLS FOR THIS CONNECTION AT A SET FEE TO THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR TRENCH BACKFILL AND STREET PATCH IN ACCORDANCE WITH CITY STANDARDS.
5. WHERE SIDEWALK IS ADJACENT TO OR WITHIN FOUR FEET (4') OF THE BACK OF CURB THE HYDRANT SHALL BE LOCATED ONE FOOT (1') BEHIND THE SIDEWALK (MEASURED FROM THE FACE OF THE HYDRANT CAP TO BACK OF SIDEWALK). WHERE THERE IS CURB BUT NO SIDEWALK THE HYDRANT SHALL BE LOCATED TWO FEET (2') FROM THE BACK OF CURB (MEASURED TO THE FACE OF THE HYDRANT CAP). WHERE THERE IS NO SIDEWALK OR CURB LOCATE THE HYDRANT AS DIRECTED BY THE CITY ENGINEER.
6. ALL FIRE HYDRANTS AND THE WATER LINES TO THE FIRE HYDRANTS BECOME THE CITY'S ONCE INSTALLED. TWENTY FOOT (20') WIDE PUBLIC UTILITY EASEMENTS CENTERED ON AND AROUND THE FIRE HYDRANT AND THE WATER LINE TO THE FIRE HYDRANT SHALL BE GRANTED TO THE CITY.
7. FURNISH AND INSTALL PROTECTIVE BOLLARDS IF REQUIRED BY THE CITY ENGINEER.
8. A THREE FOOT (3') RADIUS CLEAR ZONE REQUIRED ALL AROUND FIRE HYDRANT, MAXIMUM SLOPE OF 10%.
9. FIRE HYDRANT TO BE SET TO MANUFACTURER ELEVATION AND BURY SPECIFICATIONS.

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2. UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED ACCURATE OR COMPLETE. CALL 811 FOR UTILITY LOCATES BEFORE BEGINNING CONSTRUCTION.
3. ALL CONSTRUCTION MUST COMPLY WITH STATE OF IDAHO STANDARDS FOR DRINKING WATER SYSTEMS AND WITH THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY CRITERIA FOR SEWAGE WORKS DESIGN.
4. THE OWNER IS RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL ORDINANCES, POLICIES AND LAWS. AN APPROVED EROSION CONTROL PLAN IS PROVIDED AS PART OF THESE CONSTRUCTION DRAWINGS.
5. MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT WILL BE DETERMINED USING AASHTO T99 EXCEPT AS NOTED. IN PLACE DENSITY AND MOISTURE CONTENT SHALL BE DETERMINED BY ASTM D 2922 (NUCLEAR DENSOMETER).

1. THIS PORT IS USED TO PUMP WATER INTO THE SYSTEM AND RE-SUSPEND ACCUMULATED SEDIMENT SO THAT IT MAY BE PUMPED OUT.
2. MINIMUM REQUIRED MAINTENANCE INCLUDES QUARTERLY INSPECTION DURING THE FIRST YEAR OF OPERATION AND A YEARLY INSPECTION THEREAFTER. FLUSH AS NEEDED.
3. SEE MANUFACTURERS SPECIFICATIONS.

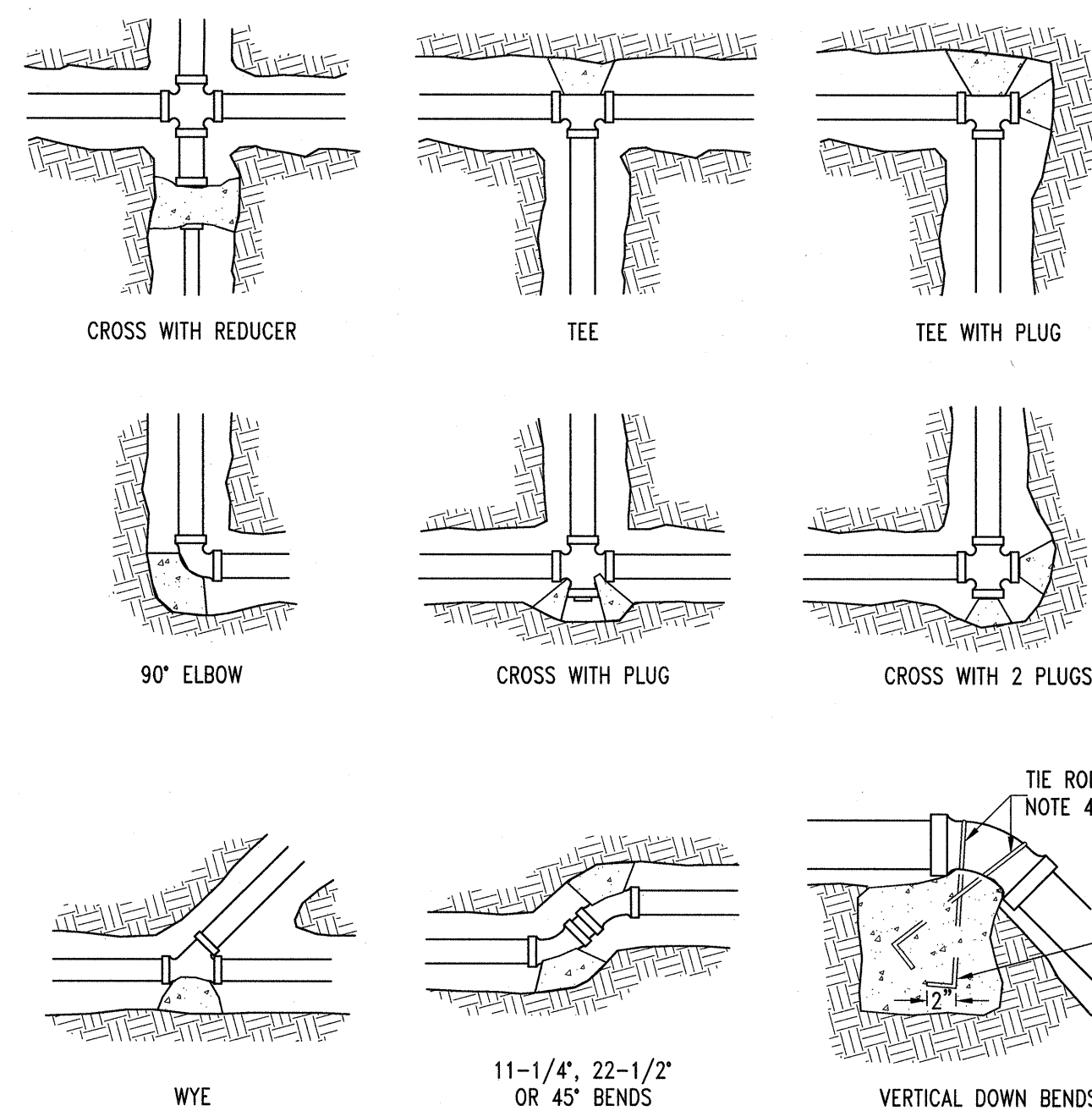


TYPICAL SECTION NTS C11



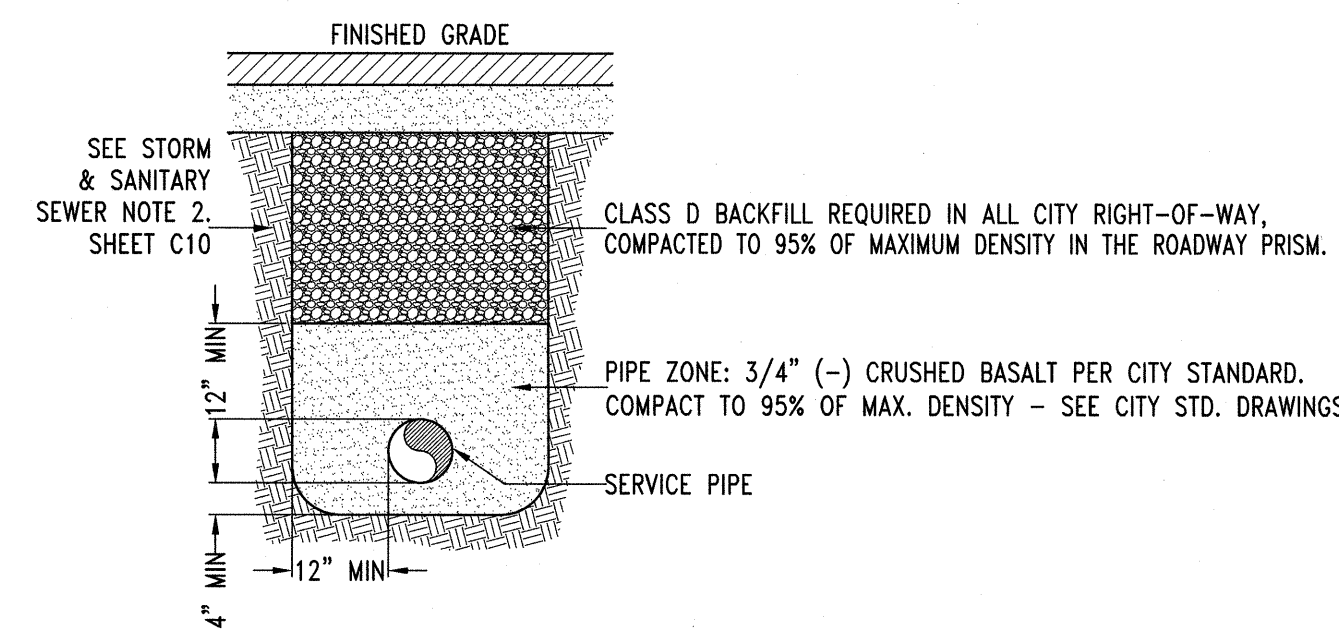
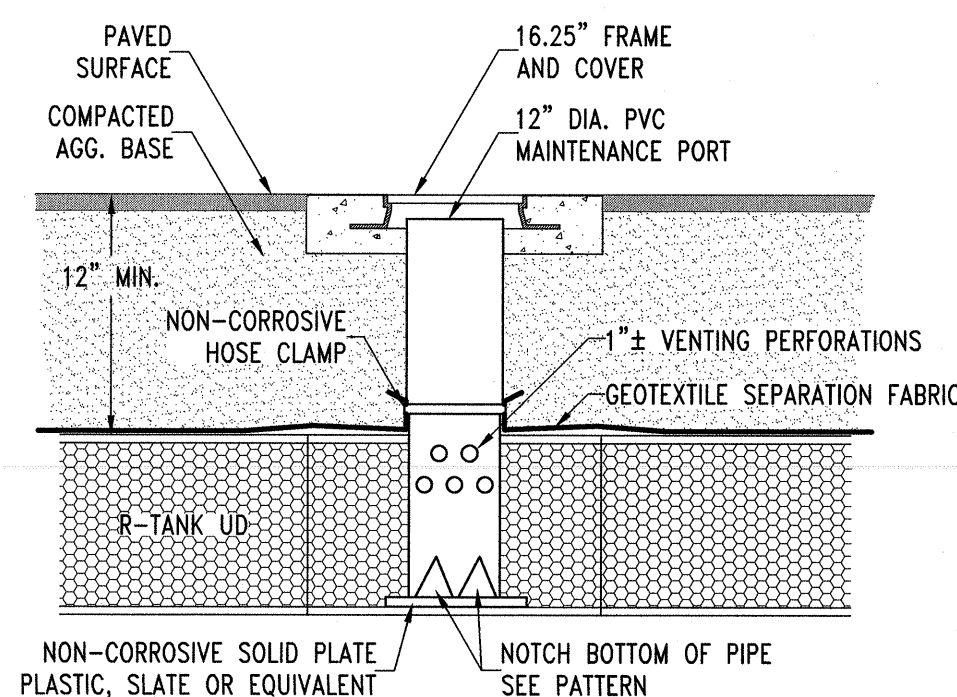
NOTE: WATER TRENCH TO COMPLY WITH CITY OF MOSCOW STANDARD CLASS 'D' BACKFILL

TYPICAL SECTION NTS C11



TYPICAL SECTION NTS C11

NOTIFY CITY OF MOSCOW WATER DEPARTMENT MINIMUM 48 HOURS PRIOR TO ANY
HEAVY EQUIPMENT WORK ON SITE TO VERIFY ALL VALVES ARE IN GOOD WORKING ORDER.



TYPICAL SECTION NTS C11

THRUST BLOCK SIZE						
SIZE OF PIPE	HORIZONTAL BEND SQ. FEET OF BEARING ON UNDISTURBED EARTH					VERTICAL DOWN BENDS CU. YDS.
	TEES & DEADENDS	90°	45°	22½° 11¼°		
4"	2	3	1-1/2	2	1	1/2
6"	4	5-1/2	3	1-1/2	1	1/2
8"	7	9-1/2	5	2-1/2	1	1
10"	11	15	8-1/2	4	1	1-1/2
12"	15-1/2	22	12	6	2	2
16"	21	27	21	11	2-1/2	2-1/2

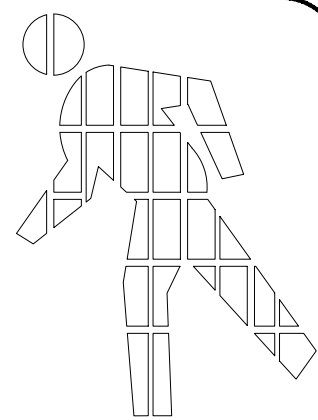
1. THRUST BLOCKING FOR WATER MAINS SHALL BE, AS A MINIMUM, THE SIZE INDICATED IN THE ABOVE TABLE BEARING AGAINST UNDISTURBED FIRM EARTH.
2. CONCRETE SHALL BE FROM A COMMERCIAL SOURCE AND BE A MINIMUM OF 5-SACK MIX OF ITD CLASS 22.
3. CONCRETE SHALL NOT BE ALLOWED IN JOINTS OR IN CONTACT WITH PIPES. PROTECT WITH PLASTIC OR PAPER SHEETING PRIOR TO PLACING CONCRETE.
4. TIE RODS SHALL BE 3/4" MINIMUM DIAMETER STEEL; COAT TIE RODS WITH BITUMINOUS COATING OR APPROVED EQUAL. HOOK (2" MIN.) ALL EMBEDDED ENDS.
5. THE MINIMUM DISTANCE BETWEEN THE FITTING AND EXCAVATED BANK SHALL BE THREE (3) PIPE DIAMETERS.
6. THRUST BLOCKS SHALL BE CAST AGAINST FIRM, UNDISTURBED EARTH, AS APPROVED BY THE CITY ENGINEER.
7. THRUST BLOCKS MUST BE INSPECTED BY THE CITY PRIOR TO BACKFILL.
8. THRUST BLOCKS FOR VERTICAL UP BENDS SHALL CORRESPOND TO THE REQUIREMENTS OF HORIZONTAL BENDS.

Moscow Gateway on 6th Townhouse "A" 6th Street Moscow, Idaho

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6th Street
Moscow, Idaho

University Gateway on Sixth Townhouse A Review Documents



Job Number: 00-10420
Date: 09-14-10

Sheet Contents:
Cover Sheet
General Notes
Perspective Image

A-0



GENERAL / CONSTRUCTION NOTES

GENERAL

THESE DRAWINGS ARE INTENDED TO SERVE AS AN OUTLINE FOR CONSTRUCTION ONLY. THE CONTRACTOR SHALL BEAR THE FULL RESPONSIBILITY FOR VERIFYING THAT ALL ELEMENTS OF THE DESIGN AND CONSTRUCTION CONFORM TO INDUSTRY STANDARDS AND TO THE STANDARDS OF THE JURISDICTION ADOPTED BUILDING CODE AS WELL AS ANY OTHER LOCAL ORDINANCES AND/OR REGULATIONS AND REQUIREMENTS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION IN THE AREA OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL CONSTRUCTION ITEMS AND ACCESSORIES WHICH MAY NOT BE INDICATED ON THE DRAWINGS, BUT ARE REQUIRED FOR COMPLETION OF THE PROJECT. THE COST OF ALTERING ANY ITEMS, CONSTRUCTED OR OTHERWISE, BECAUSE OF NON-COMPLIANCE WITH BUILDING CODES AND LOCAL ORDINANCES, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR TO INFORM HIMSELF OF ANY AND ALL SUCH REQUIREMENTS PRIOR TO PROCEEDING WITH CONSTRUCTION.

THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS.

LISTED DIMENSIONS SHALL HAVE PRECEDENCE OVER ANY DIMENSIONS OBTAINED BY SCALING FROM THE PLANS. CONTRACTOR SHALL AVOID SCALING FROM THE PLANS WHENEVER POSSIBLE.

IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ARRANGE ANY SPECIAL TESTING AND/OR SPECIAL INSPECTIONS AS REQUIRED BY APPLICABLE BUILDING CODES AND LOCAL BUILDING ORDINANCES.

THE CONTRACTOR SHALL PROVIDE BLOCKING IN WALLS AS REQUIRED FOR THE MOUNTING OF ANY SHELVES, SPECIAL ITEMS AND/OR EQUIPMENT. THE CONTRACTOR SHALL COORDINATE ALL LOCATIONS OF ANY SPECIAL ITEMS OR EQUIPMENT WITH THE OWNER.

THE CONTRACTOR SHALL HAVE THE ABILITY TO ALTER CONSTRUCTION ITEMS OR DETAILS AS REQUIRED TO CONFORM TO STANDARD BUILDING PRACTICES, UNFORESEEN CONDITIONS, CODE COMPLIANCE ISSUES AND ECONOMIC BUILDING PRACTICES. HOWEVER, WHETHER IT BE BY PREFERENCE OR BY REQUIREMENT, THE CONTRACTOR MUST CONSULT WITH THE OWNER PRIOR TO MAKING ANY CHANGES WHICH WILL DEVIATE FROM THE DRAWINGS. THE CONTRACTOR SHALL NOT MAKE ANY CHANGES TO THE DRAWINGS OR CONSTRUCTION WITHOUT RECEIVING VERBAL OR WRITTEN AUTHORIZATION FROM THE OWNER.

THESE DRAWINGS SHALL NOT BE COPIED WITHOUT THE WRITTEN CONSENT OF THE OWNER. NEITHER THESE DRAWINGS, OR A RE-CREATION OF THE THE DESIGN CONTAINED HEREIN, SHALL BE USED BY ANY INDIVIDUAL OR COMPANY FOR THE CONSTRUCTION OF ANY OTHER HOUSE OR STRUCTURE OTHER THAN THAT AT THE LOCATION LISTED ON THE TITLE SHEET WITHOUT THE WRITTEN CONSENT OF THE AUTHOR (JOHN M PAUL) AND THE OWNER.

DESIGN CRITERIA

SNOW LOAD 30 PSF (VERIFY W/ OFFICIAL)
FLOOR LIVE LOAD 40 PSF (VERIFY W/ OFFICIAL)
BASIC WIND SPEED 85 MPH (3 SEC) 85 MPH (FAST MILE)
SEISMIC LOADING ZONE B
SOIL BEARING 1500 PSF (ASSUMED)

SITE CLEARING

CONDUCT SITE CLEARING OPERATIONS IN A MANNER THAT WILL ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.

CONTRACTOR SHALL COORDINATE WITH THE OWNER WHICH EXISTING SITE FEATURES, EXISTING TREES AND VEGETATION ARE TO REMAIN, AND WHICH ARE TO BE REMOVED, PRIOR TO ANY SITE CLEARING OPERATIONS. PROTECT EXISTING TREES AND OTHER VEGETATION, WHICH IS NOT TO BE REMOVED, AGAINST ANY UNNECESSARY DAMAGE DURING THE DURATION OF CONSTRUCTION ACTIVITIES ON THE SITE.

REMOVE TREES, GRASS AND OTHER VEGETATION, IMPROVEMENTS, OR OTHER OBSTRUCTIONS AS REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION.

REMOVE ALL WASTE MATERIAL, DEBRIS AND UNSUITABLE OR EXCESS TOPSOIL FROM OWNERS PROPERTY. BURNING IS NOT PERMITTED ON THE OWNERS PROPERTY.

EARTHWORK

CONTRACTOR SHALL VERIFY, TO THE BEST EXTENT POSSIBLE, THE LOCATION OF ANY UNDERGROUND FEATURES, IMPROVEMENTS OR UTILITIES PRIOR TO ANY EXCAVATION WORK.

ALL EXCAVATION AND BACKFILL WORK SHALL COMPLY ALL LOCAL CODES, ORDINANCES AND REQUIREMENTS OF ANY AGENCIES HAVING JURISDICTION. CONTRACTOR SHALL INQUIRE OF AND CONFORM TO ANY SPECIAL INSPECTION REQUIREMENTS REQUIRED BY LOCAL AGENCIES HAVING JURISDICTION.

FINISH GRADE AREAS ADJACENT TO BUILDING LINES SHALL DRAIN AWAY FROM STRUCTURES AT A MINIMUM SLOPE OF 2% AND/OR AS INDICATED ON DRAWINGS. FINISHED GRADES AND SURFACES SHOULD PREVENT PONDING AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING FOR A MINIMUM OF 10'-0", AND BE FREE FROM IRREGULAR SURFACE CHANGES.

PROVIDE AND IMPLEMENT EROSION CONTROL MEASURES TO PREVENT EROSION DAMAGE TO FRESHLY GRADED AREAS.

REMOVE EXCESS EXCAVATED MATERIAL, TRASH, DEBRIS AND WASTE MATERIALS FROM OWNERS PROPERTY AND DISPOSE OF IT.

CAST-IN-PLACE-CONCRETE FOUNDATIONS

ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.

CONCRETE STRENGTH, MIXTURES, MATERIALS AND CONSTRUCTION IN GENERAL SHALL CONFORM TO THE REQUIREMENTS AND REGULATIONS OF THE ADOPTED BUILDING CODE AND ANY AND ALL REGULATIONS, REQUIREMENTS, AND ORDINANCES OF ALL AGENCIES HAVING JURISDICTION.

PROVIDE AN APPROVED WATER RESISTANT VAPOR BARRIER (POLYETHYLENE FILM) OVER PREPARED BASE MATERIAL UNDER ALL INTERIOR CONCRETE SLABS ON GRADE.

REINFORCING STEEL SHALL BE DEFORMED BARS - GRADE 60 FOR #4 & LARGER. SECURELY TIE IN PLACE WITH DOUBLE ANNEALED 16 GAUGE IRON WIRE OR APPROVED CLIPS. PROVIDE CLEAR EMBEDMENT AT REINFORCING BARS AS FOLLOWS:

CONCRETE CAST AGAINST SOIL = 2"

FORMED CONCRETE AGAINST SOIL = 2"

WALLS, COLUMNS OR BEAMS NOT EXPOSED TO WEATHER = 1"

SLAB-ON-GRADE = 2"

APPLY DAMPROOFING TO ALL BELOW-GRADE SURFACES OF UNDERGROUND WALLS IN CONTACT WITH EARTHWORK OR OTHER BACKFILL. IN ANY SITUATION WHERE SPACE OF ANY KIND IS ENCLOSED ON THE OPPOSITE SIDE.

FOUNDATION DRAINAGE

THE FOUNDATION DRAIN SHALL CONSIST OF GRAVEL, CRUSHED STONE, AND A CORRUGATED PERFORATED POLYETHYLENE DRAINAGE TILE. GRAVEL OR CRUSHED STONE SHALL CONTAIN NOT MORE THAN TEN (10) PERCENT MATERIAL THAT PASSES A NO. 4 SIEVE. THE DRAIN SHALL EXTEND A MINIMUM OF TWELVE (12) INCHES BEYOND THE OUTSIDE EDGE OF THE FOOTING. THE DEPTH SHALL BE SUCH THAT THE BOTTOM OF THE DRAIN IS NOT HIGHER THAN THE BOTTOM OF THE BASE MATERIAL UNDER THE FLOOR, AND THE TOP OF THE DRAIN IS NOT LESS THAN SIX (6) INCHES ABOVE THE SPREAD PORTION OF THE FOOTING. THE TOP OF THE DRAIN SHALL BE COVERED WITH AN APPROVED FILTER MEMBRANE MATERIAL.

THE INVERT OF THE DRAIN PIPE OR TILE SHALL NOT BE HIGHER THAN THE FLOOR ELEVATION. THE TOP OF JOINTS AT TOP OF PERFORATIONS SHALL BE PROTECTED WITH AN APPROVED FILTER MEMBRANE MATERIAL. THE PIPE OF THE TILE SHALL BE PLACED ON NOT LESS THAN TWO (2) INCHES OF GRAVEL OR CRUSHED STONE, COMPLYING WITH LOCAL BUILDING ORDINANCES AND SHALL BE COVERED WITH NOT LESS THAN SIX (6) INCHES OF THE SAME MATERIAL.

ROUGH CARPENTRY

ALL DIMENSIONAL/SAWN LUMBER TO BE DOUGLAS-FIR / LARCH, WMPA 1991 WESTERN GRADING RULES.

LUMBER SHALL BE OF THE FOLLOWING GRADES:

STUDS -	2x4 -	STANDARD OR BETTER
JOIST -	2x4 -	#2 OR BETTER
	6" TO 8" -	#2 OR BETTER
	10, 12 & 14 -	#1 OR BETTER
BEAMS AND STRINGERS		#1
POSTS AND TIMBERS		#1

SHEATHING SHALL BE APA RATED SHEATHING AND SHALL BEAR THE APA TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION.

SUBFLOORING SHALL BE APA RATED STURD-I-FLOOR, EXPOSURE 1, 48/24, 3/4" THICK WITH T&G SIDES.

ROOF SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20 5/8" THICK.

WALL SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20, 1/2" THICK.

ALL WOODS BEARING ON CONCRETE OR MASONRY, IF LESS THAN 4'-0" ABOVE GRADE, SHALL BE PRESSURE TREATED. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, DUCTS, ETC.

UNDERLAYMENT SHALL BE 1/2" THICK PARTICLE BOARD UNDERLAYMENT.

HARDWARE AND FASTENINGS

UNLESS OTHERWISE NOTED, ANCHOR BOLTS SHALL BE 1/2" DIAMETER x 10" LONG WITH HEAD END HOOKED 2".

BOLT HEADS OR NUTS IN CONTACT WITH WOOD SHALL HAVE WASHERS.

NUMBER AND SPACING OF NAILS AND METHOD OF NAILING OF FRAMING SHALL MEET THE REQUIREMENTS OF U.B.C. NAILING SCHEDULE, TABLE NO 23-1-O.

METAL FRAMING ANCHORS, HANGERS, STRAP ANCHORS, THE STRAPS, END JOIST ANCHORS AND OTHER MISCELLANEOUS ACCESSORIES SHALL BE OF GALVANIZED STEEL, MANUFACTURED BY SIMPSON COMPANY OR EQUAL.

SPICES, SCREWS, LAG BOLTS, AND OTHER MISCELLANEOUS FASTENINGS AND ROUGH HARDWARE SHALL BE SUPPLIED AS REQUIRED TO ASSEMBLE AND SECURE ROUGH CARPENTRY ITEMS.

FLOOR AND WALL FRAMING

WALL STUDS SHALL BE 2x4 OR 2x6 AT 16-INCH CENTER WITH THE LARGE DIMENSION PERPENDICULAR TO THE WALL, UNLESS OTHERWISE SHOWN OR NOTED. DOUBLE STUDS AT OPENING BUCKS AND TRIPLE STUDS AT CORNERS AND INTERSECTIONS AND AT BUCKS OR OPENINGS WIDER THAN 6 FEET.

PROVIDE DOUBLE TOP PLATE. OVERLAP TOP PLATE AT CORNERS AND INTERSECTIONS WITH BEARING PARTITIONS. INTERIOR WALLS SHALL HAVE THE TOP PLATE OVERLAP ONTO EXTERIOR WALLS. LAP ENDS 48 INCHES.

BRACE STUDS WHICH EXCEED 10 FEET IN HEIGHT WITH BLOCKING CUT FROM STUD MATERIAL. LOCATE BLOCKING AT MID HEIGHT OF STUD. STUD WALLS OVER 10 FEET IN HEIGHT REQUIRE FIRE BLOCKING.

IF WALL SHEATHING IS TO BE USED TO FULFILL DIAGONAL BRACING REQUIREMENTS, IT SHALL BE NAILED AT 4" SPACING AT EDGES AND 6" SPACING IN FIELD.

AIR INFILTRATION BARRIER SHALL BE "TYVEK HOUSEWRAP" OR APPROVED EQUAL AND SHALL BE INSTALLED UNDER ALL SIDING.

FLOOR JOISTS SHALL BE WOOD "T" JOISTS SHALL BE APPROVED AND STAMPED BY THE APA FOR SPANS AND APPLICATIONS INDICATED ON DRAWINGS.

ENGINEERED WOOD TRUSSES

WOOD ROOF TRUSSES SHALL BE DESIGNED BY AN APPROVED FABRICATOR OF ENGINEERED WOOD ROOF TRUSSES AND SHALL BE ACCOMPANIED BY SHOP DRAWINGS FROM S&D FABRICATOR STAMPED AND SIGNED BY AN ENGINEER LICENSED TO PRACTICE WITHIN THE SAME REGION OF THE PROJECT.

WOOD ROOF TRUSSES SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES AND REQUIREMENTS AND SHALL BE DESIGNED TO WITHSTAND THE DESIGN LOADS INDICATED ABOVE AS WELL AS STANDARD LOAD REQUIREMENTS FOR THE REGION IN WHICH THE PROJECT IS BEING BUILT.

INSTALL ROOF TRUSSES AT 24" CENTERS MAXIMUM AND INSTALL, SECURE AND BRACE AS PER MANUFACTURERS RECOMMENDATIONS AS WELL AS ANY APPLICABLE BUILDING CODES AND REGULATIONS.

INSULATION AND THERMAL REQUIREMENTS

EXTERIOR WALLS SHALL HAVE AN R-VALUE OF NOT LESS THAN R-21. ATTIC INSULATION SHALL BE NOT LESS THAN R-49. BELOW GRADE WALLS AND BASEMENT WALLS USED FOR LIVING SPACE SHALL HAVE A MINIMUM R-VALUE OF R-21. FLOORS OVER UNHEATED SPACES SHALL HAVE A MIN. "R" VALUE OF R-38.

ALL PENETRATIONS (INCLUDING WIRING PENETRATIONS AT TOP AND BOTTOM PLATES, EXTERIOR JOINTS AT FLOORS, IN EXTERIOR WALLS, ROOF OR CEILING WALL) WILL BE SEALED, CAULKED, GASKETED OR WEATHERSTRIPPED TO REDUCE AIR LEAKAGE. CONTRACTOR SHALL STUFF SHIM SPACE OR OTHER SIMILAR VOIDS IN EXTERIOR WALLS AROUND DOORS, WINDOWS, ETC. WITH INSULATION.

A VAPOR BARRIER RATED AT ONE PERM, DRY CLIP, IS REQUIRED ON THE HEATED SIDE OF INSULATION.

A BLACK GROUND COVER NOT LESS THAN 6 MILLS THICK WILL BE INSTALLED IN ALL CRAWL SPACES.

COMPOSITION SHINGLE ROOFING

PROVIDE MINERAL-SURFACED, SELF-SEALING, GLASS-FIBER BASED ARCHITECTURAL GRADE ASPHALT SHINGLES. SHINGLES SHALL BE CLASS "A", U.L. RATED AND BEAR A U.L. WIND RESISTANT LABEL. SHINGLES SHALL HAVE A MANUFACTURERS 40-YEAR WARRANTY.

UNDERLAYMENT SHALL BE RUBBERIZED ASPHALT MEMBRANE, SELF ADHERING, MINIMUM 40 MILS THICK; MINIMUM TENSILE STRENGTH 250 PSI.

CEMENT LAYERS OF SELF ADHERING UNDERLAYMENT FROM THE EAVES TO A POINT AT LEAST 24" BEYOND THE INTERIOR WALL LINE OF THE BUILDING. THE CEMENTED UNDERLAYMENT SERVES AS EAVES FLASHING (ICE DAM).

PROVIDE METAL VALLEY AND WALL FLASHING AS PER MANUFACTURERS STANDARD INSTALLATION GUIDELINES.

PROVIDE CONTINUOUS METAL GUTTERS AT ALL DRIP EDGES OF ROOFS.

LIFE SAFETY

SD INDICATES THE LOCATION OF SMOKE DETECTORS AND CARBON MONOXIDE COMBINATION APPLIANCE. PROVIDE ELECTRICAL SERVICE WITH BATTERY BACKUP, DETECTOR TO BE ON AN INTERCONNECTED SYSTEMS

DOORS AND WINDOWS

ALL BEDROOMS OR SLEEPING ROOMS MUST HAVE AN EMERGENCY EGRESS WINDOW WITH A MIN. NET OPENABLE AREA OF AT LEAST 5.7 SQ-FT (820 SQ-INCHES). THE MINIMUM WIDTH FOR AN EGRESS OPENING SHALL BE 20 INCHES AND THE MINIMUM HEIGHT FOR AN EGRESS OPENING SHALL BE 24 INCHES. THE FINISHED SILL HEIGHT SHALL BE 44" MAXIMUM ABOVE THE FINISHED FLOOR. THESE MINIMUM REQUIREMENTS SHALL HAVE PRECEDENCE OVER ANY WINDOWS INDICATED ON THE DRAWINGS WHICH DO NOT MEET THESE REQUIREMENTS. CONTRACTOR SHALL VERIFY EGRESS REQUIREMENTS WITH FINAL

WINDOWS SHALL BE SELECTED FROM MANUFACTURERS STANDARD SIZES TO MATCH WINDOWS SIZES AND OPERABLE CONFIGURATIONS AS INDICATED ON DRAWINGS. WINDOWS SHALL BE SELECTED IN COORDINATION WITH THE OWNER AND SHALL BE QUALITY UNITS WHICH MEET OR EXCEED LOCAL ORDINANCES AND UTILITY COMPANY REGULATIONS CONCERNING MINIMUM THERMAL PERFORMANCE REQUIREMENTS FOR WINDOW RESIDENTIAL SYSTEMS IN THIS REGION. WINDOWS WILL BE TESTED AND LABELED FOR THERMAL PERFORMANCE AND AIR INFILTRATION BY THE MANUFACTURER TO COMPLY WITH ASTM C236, C976 OR AAMA 1503.1-1980. A MAXIMUM U-VALUE OF 0.28 IS TO BE MET.

SAFETY GLASS IS REQUIRED IN ALL AREAS WHERE GLASS IS WITHIN 18" OF THE FLOOR, OR IS IN EITHER THE DOOR OR DOOR SIGHTLINES. ANY REQUIRED SAFETY GLASS SHALL BE TEMPERED.

ALL DOORS SHALL BE 6'-8" MINIMUM IN HEIGHT AND ALL EXIT DOORS SHALL BE A MINIMUM OF 3'-0" WIDE. REFER TO DRAWINGS FOR INDIVIDUAL DOOR SIZES.

DOORS AND FRAMES WILL COMPLY WITH ASTM STANDARD 283-73 FOR AIR LEAKAGE AND A MAXIMUM U-VALUE OF 0.20.

GYPSUM DRYWALL

GYPSUM WALL BOARD SHALL BE 5/8" THICK WITH TAPERED EDGES TYPICAL. GARAGE WALLS AND CEILING SHALL BE 5/8" THICK. PROVIDE ALL CORNER BEADS, EDGE TRIM AND CONTROL JOINTS NECESSARY TO COMPLETE INSTALLATION OF GYPSUM WALL BOARD. FASTEN AS PER MANUFACTURERS SUGGESTED RECOMMENDATIONS FOR VARIOUS WALL / CEILING APPLICATIONS.

INSTALL WATER RESISTIVE GYPSUM WALL BOARD IN ALL BATHROOMS.

INSTALL TYPE "X" FIRE RESISTIVE GYPSUM WALL BOARD IN ANY ENCLOSED SPACES UNDER STAIRS TYPICAL. ALL PANEL JOINTS MUST BE TAPED AND FINISHED IN THESE AREAS EVEN IF WALLS ARE NOT TO RECEIVE PAINT.

MECHANICAL/PLUMBING

ANY MECHANICAL/PLUMBING ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE MECHANICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL MECHANICAL / PLUMBING WORKMANSHIP AND INSTALLATION SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF MECHANICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS.

ALL GAS INSTALLATIONS MUST BE PERFORMED BY A GAS INSTALLER LICENSED TO OPERATE IN THE REGION OF THIS PROJECT.

CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES LOCAL MUNICIPALITY AND ALL UTILITY COMPANIES.

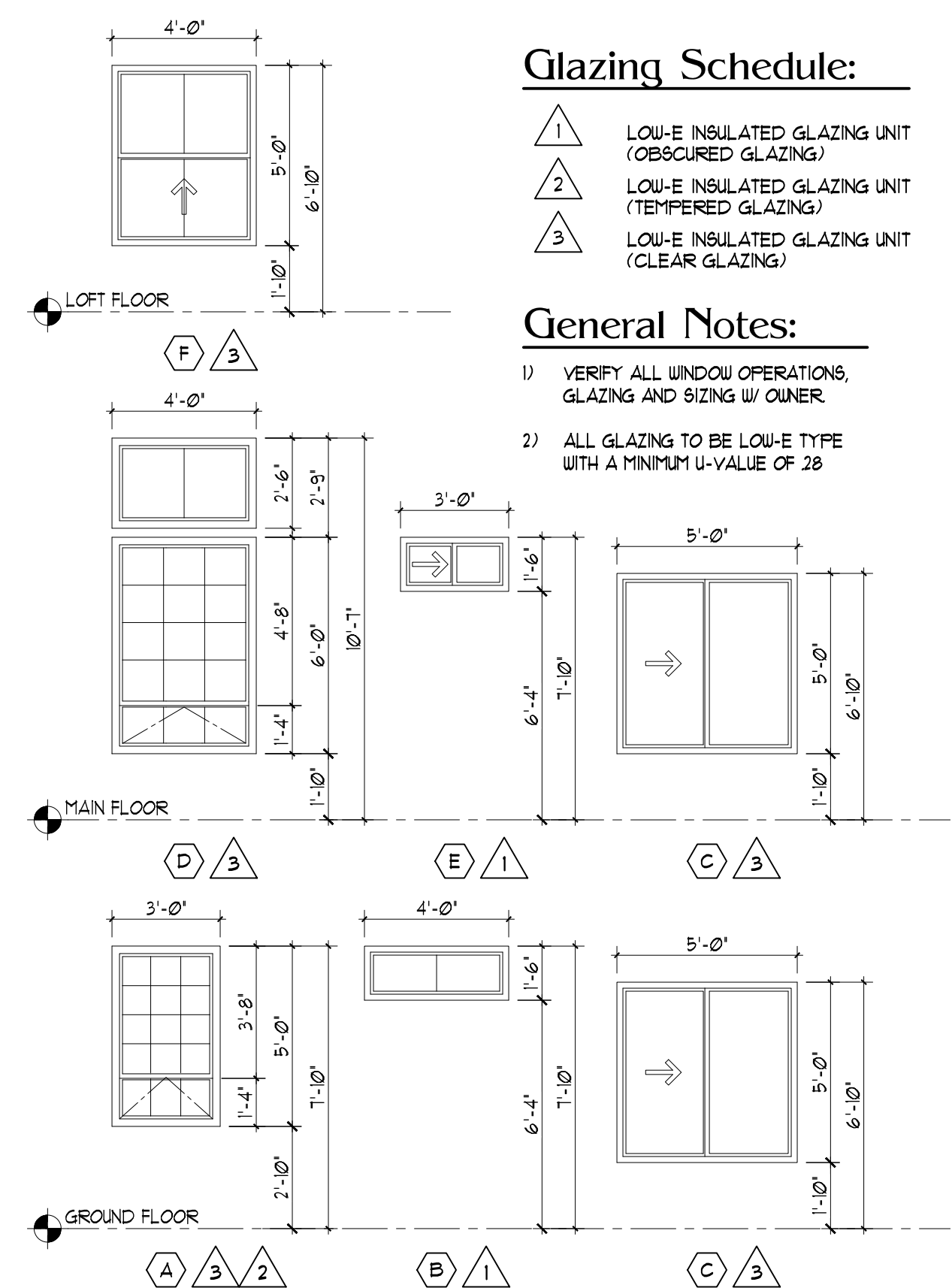
STRUCTURAL ITEMS SHALL NOT BE CUT OR NOTCHED FOR INSTALLATION OF MECHANICAL/PLUMBING ITEMS UNLESS PERMITTED BY CODE OR BY MANUFACTURERS INSTRUCTIONS.

ELECTRICAL

ANY ELECTRICAL ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE ELECTRICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL ELECTRICAL WORKMANSHIP AND INSTALLATION SHALL BE PERFORMED IN A FIRST CLASS MANNER AND SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ELECTRICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS.

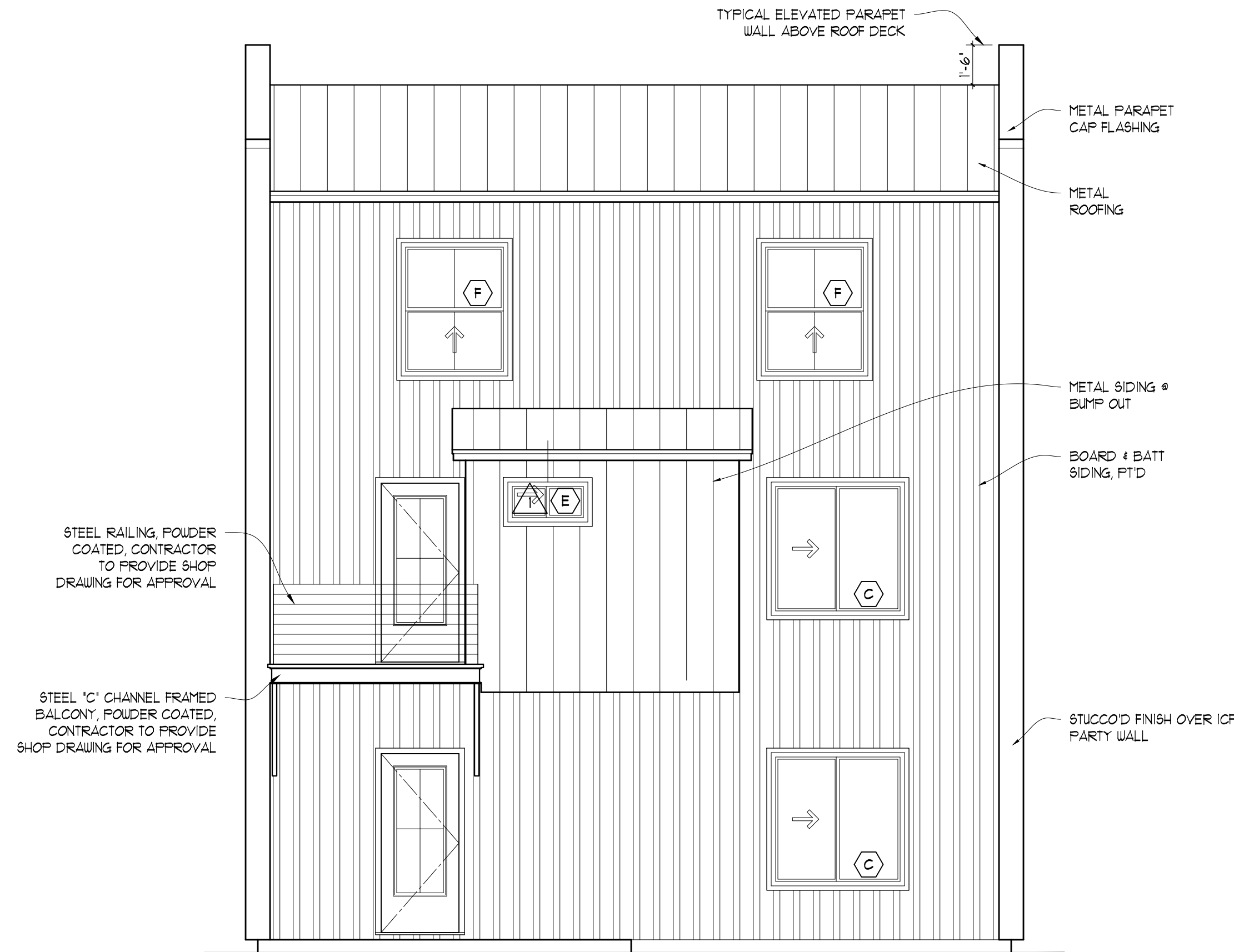
WHERE INDICATED ITEMS ON THE DRAWINGS ARE IN EXCESS OF THAT REQUIRED BY THE BUILDING CODE AND LOCAL ORDINANCES, THE CONTRACTOR SHALL PROVIDE ITEMS AS PER THE DRAWINGS.

CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES LOCAL MUNICIPALITY AND ALL UTILITY COMPANIES.



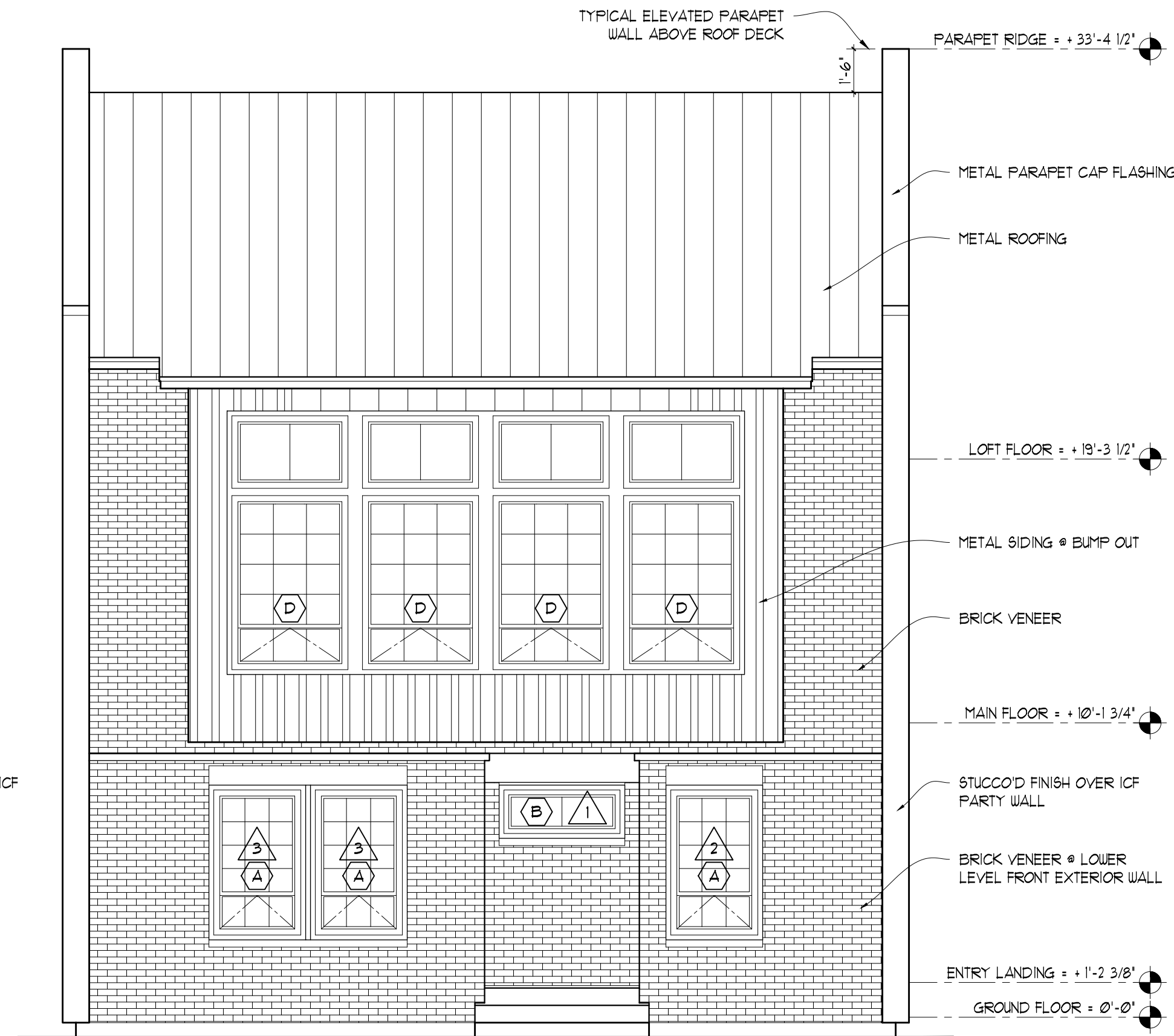
Window Schedule

SCALE: 1/4" = 1'-0"



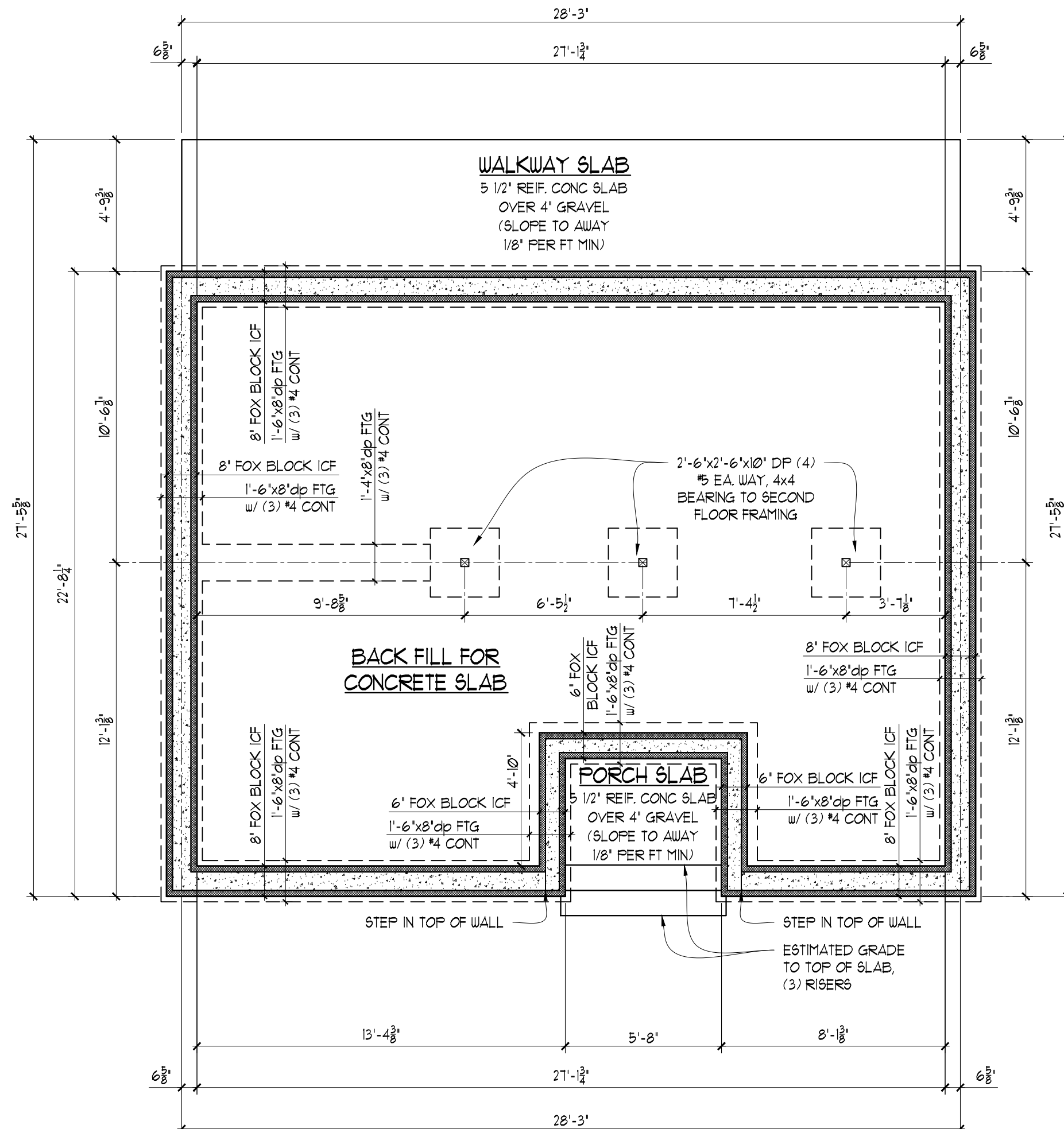
Rear Elevation

SCALE: 1/4" = 1'-0"



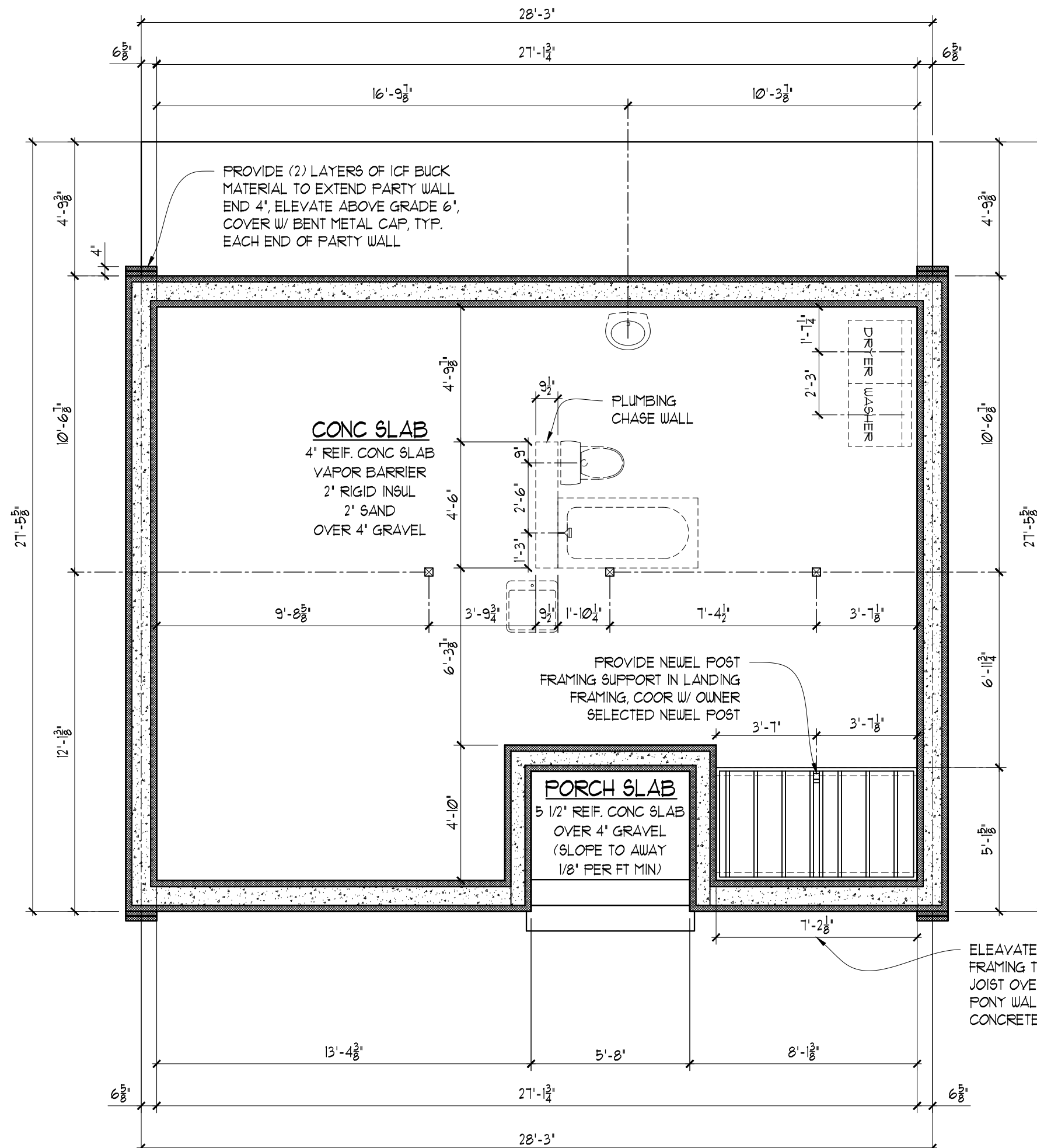
Front Elevation

SCALE: 1/4" = 1'-0"



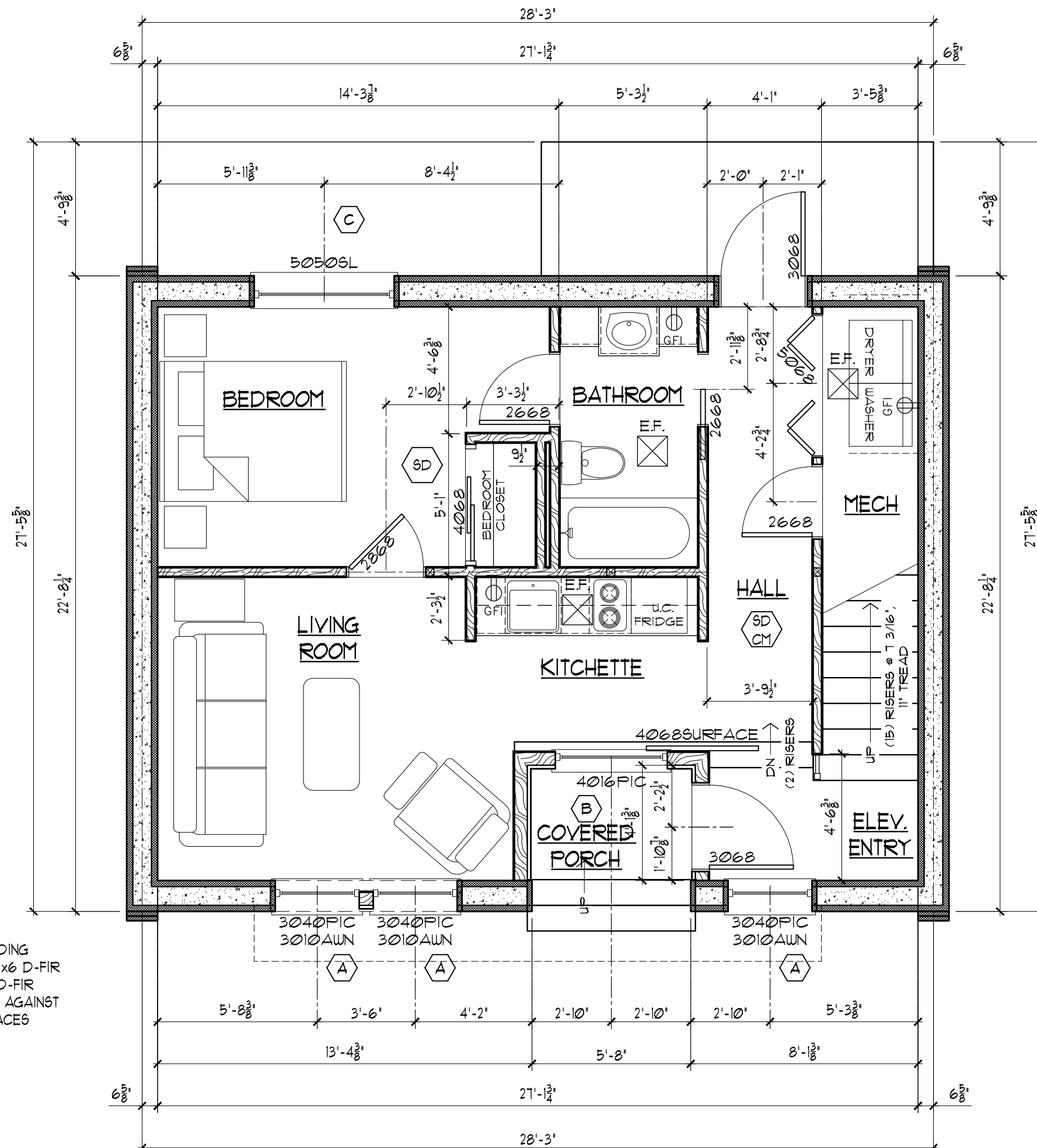
TH-A Foundation Plan

SCALE: 1/4" = 1'-0"



TH-A Conc Slab Plan

SCALE: 1/4" = 1'-0"



TH-A Ground Level Plan

SCALE: 1/4" = 1'-0"

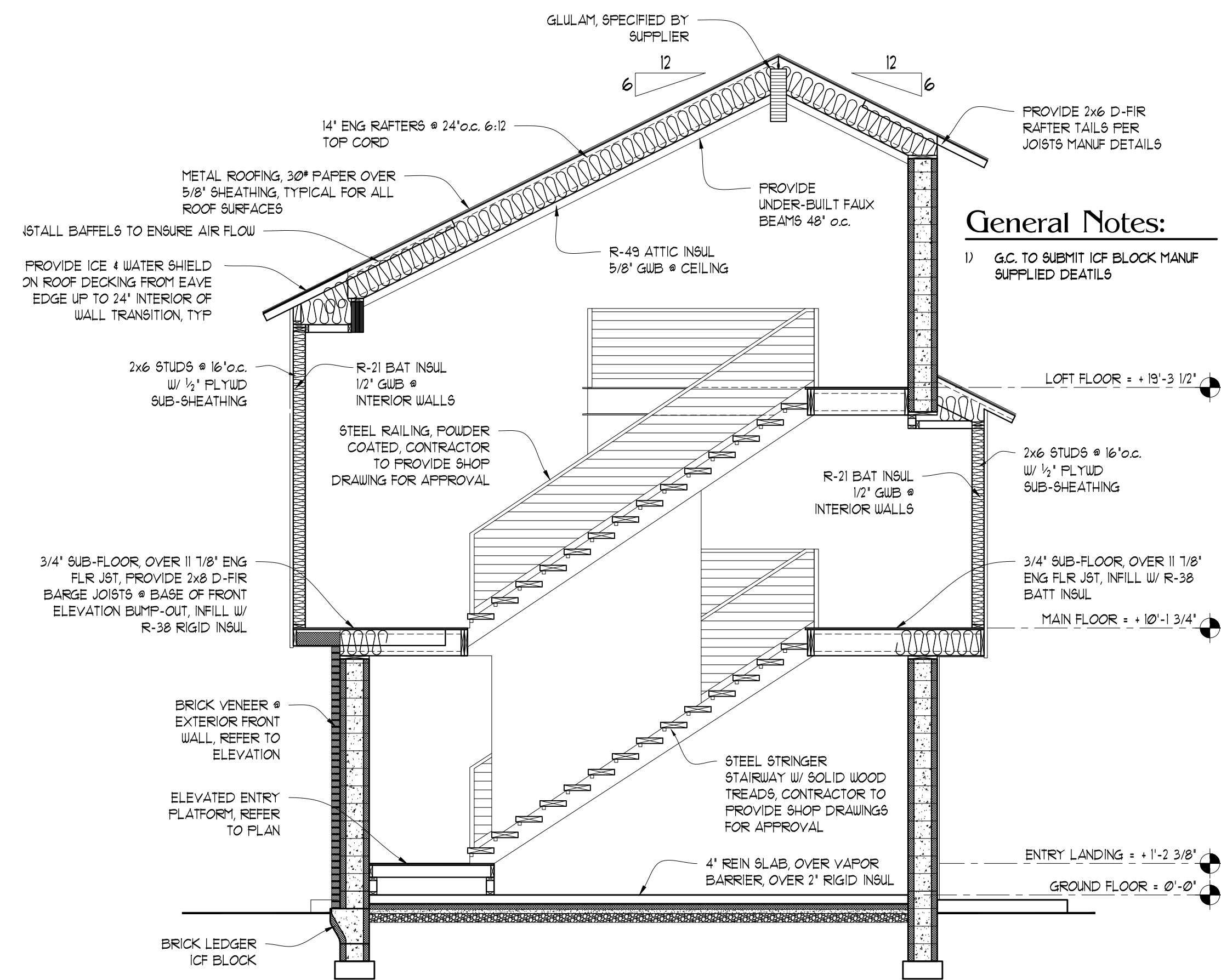
6th Street
Moscow, Idaho

University Gateway on Sixth
Townhouse A Review Documents

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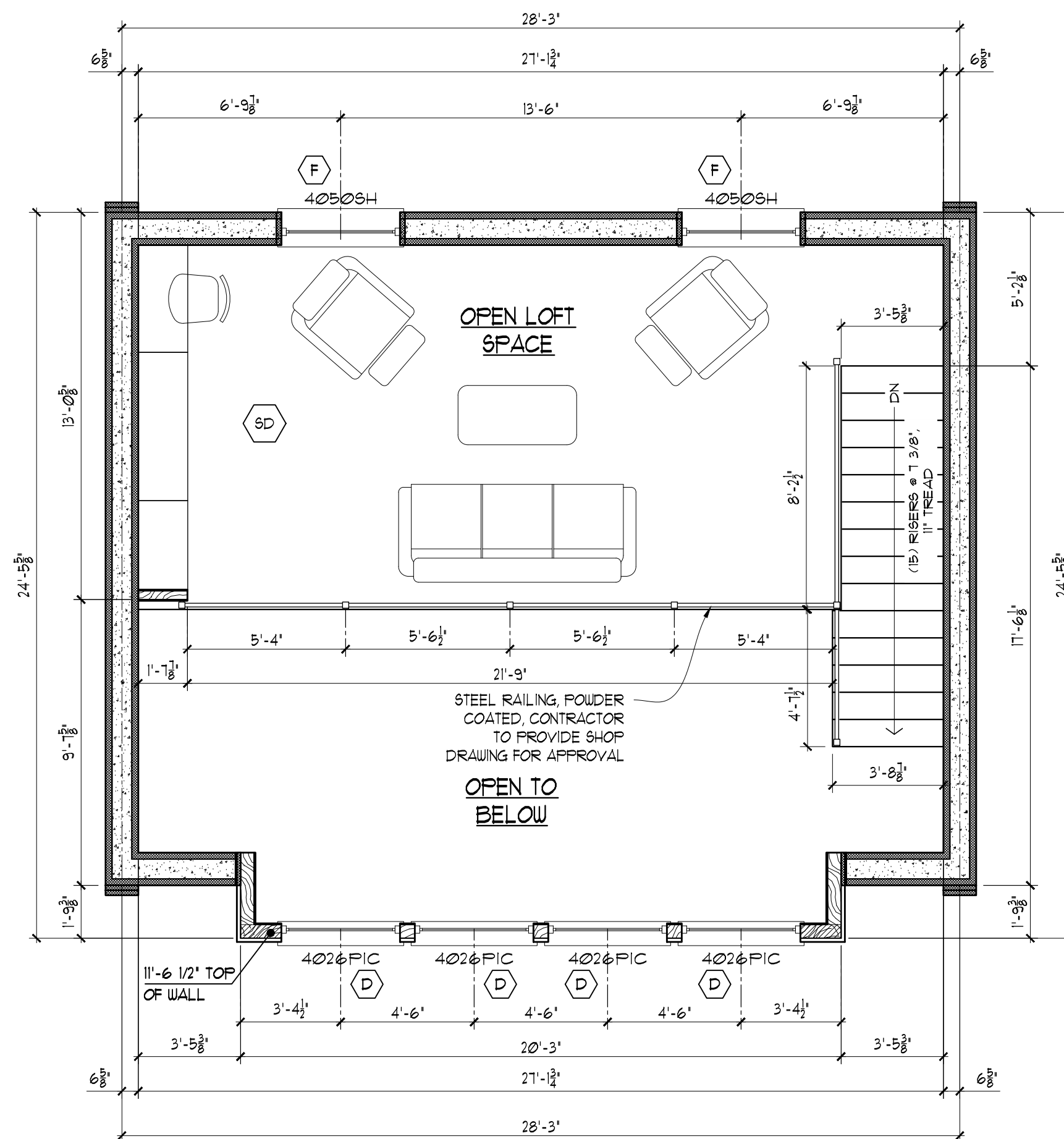
Job Number: 00-110420
Date: 09-14-20
Sheet Contents:
Site Plan

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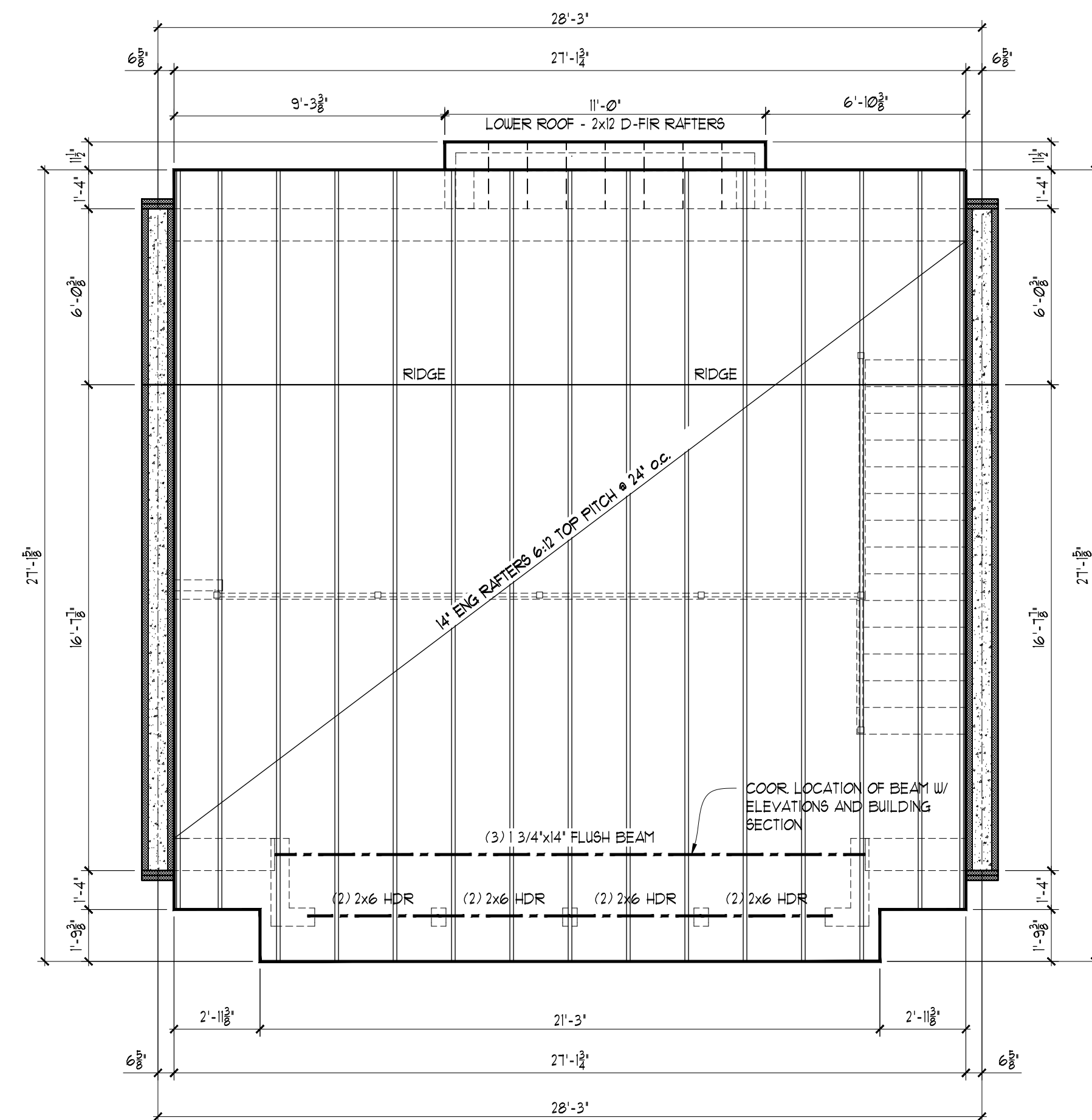
Building Section

SCALE: 1/4" = 1'-0"



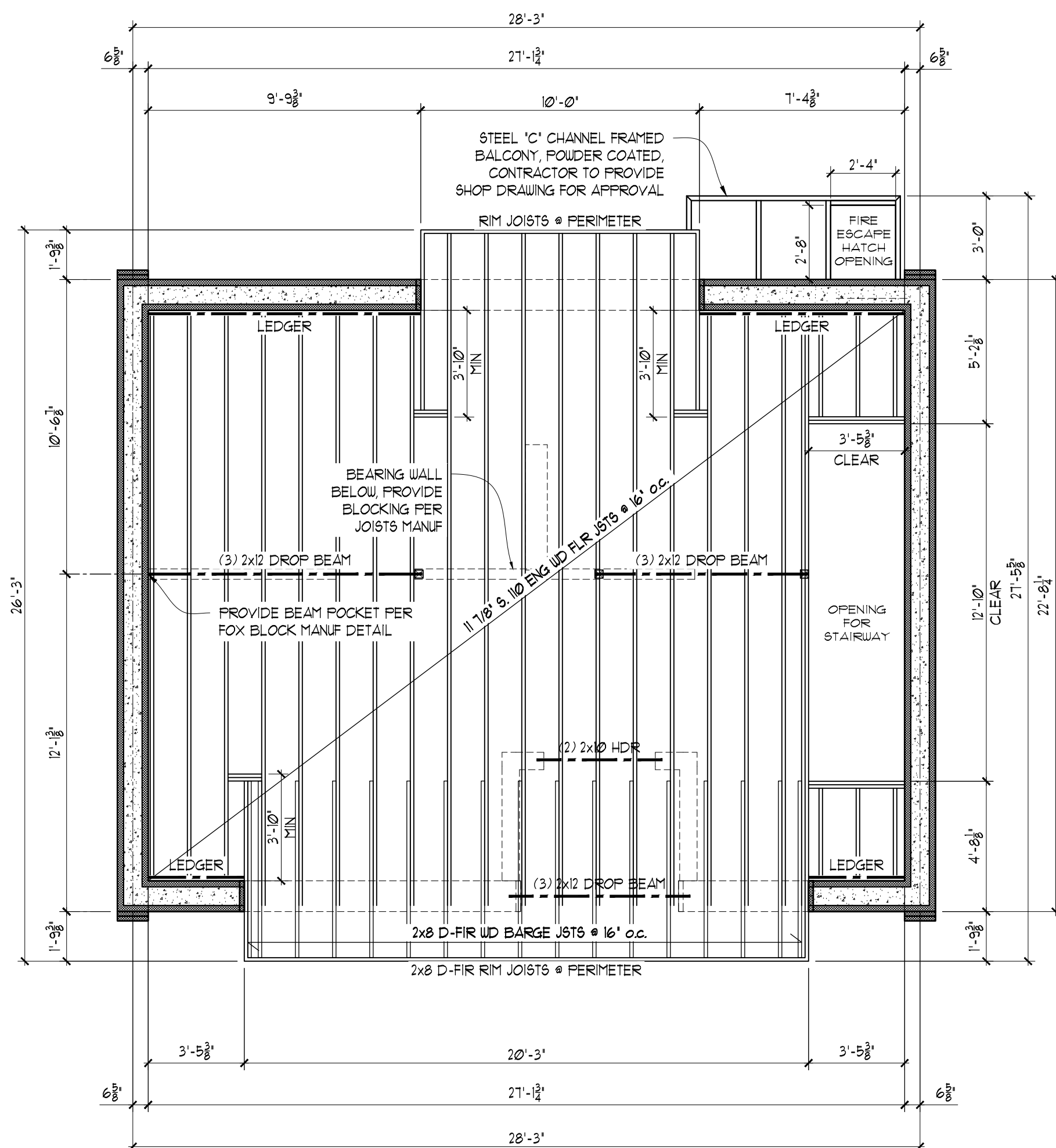
TH-A Loft Level Plan

SCALE: 1/4" = 1'-0"



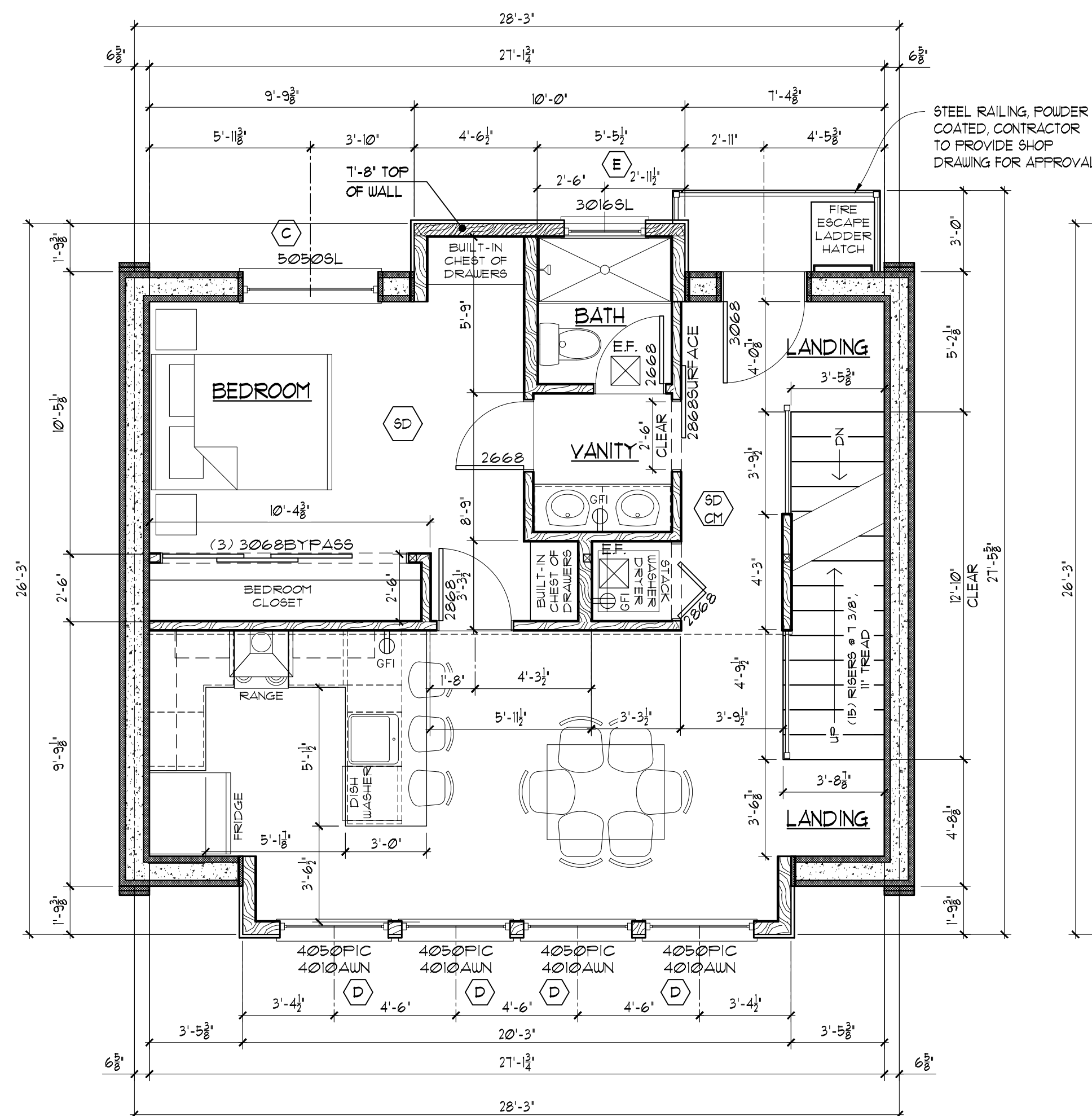
TH-A Roof Plan

SCALE: 1/4" = 1'-0"



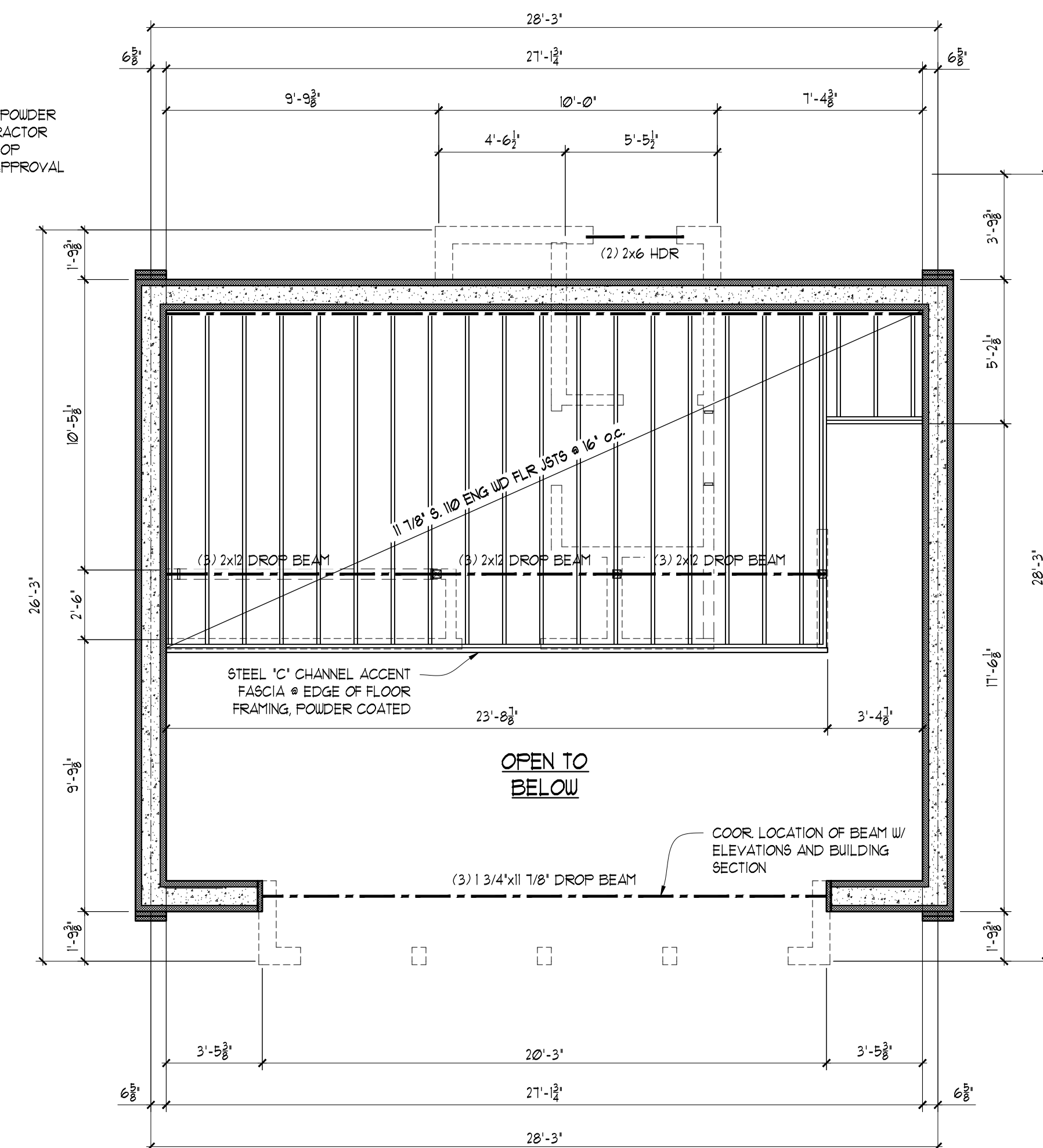
TH-A Floor Framing Plan

SCALE: 1/4" = 1'-0"



TH-A Main Level Plan

SCALE: 1/4" = 1'-0"



TH-A Floor Framing Plan

SCALE: 1/4" = 1'-0"

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6th Street
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Townhouse A Review Documents

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Job Number: 00-10420
Date: 09-24-20
Sheet Contents:
Foundation Plan

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Moscow Gateway on 6th Townhouse "B" 6th Street Moscow, Idaho

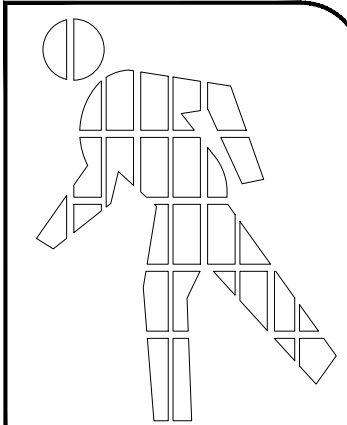
Dated 01-26-21



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University Gateway on Sixth Townhouse B Review Documents



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Job Number: 00-110420
Date: 01/26/21

Sheet Contents:
Cover Sheet
General Notes
Perspective Image

A-0

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SEISMIC LOADING ZONE B
SOIL BEARING 1500 PSF (ASSUMED)

SITE CLEARING

CONDUCT SITE CLEARING OPERATIONS IN A MANNER THAT WILL ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.

CONTRACTOR SHALL COORDINATE WITH THE OWNER WHICH EXISTING SITE FEATURES, EXISTING TREES AND VEGETATION ARE TO REMAIN, AND WHICH ARE TO BE REMOVED, PRIOR TO ANY SITE CLEARING OPERATIONS. PROTECT EXISTING TREES AND OTHER VEGETATION, WHICH IS NOT TO BE REMOVED, AGAINST ANY UNNECESSARY DAMAGE DURING THE DURATION OF CONSTRUCTION ACTIVITIES ON THE SITE.

REMOVE TREES, GRASS AND OTHER VEGETATION, IMPROVEMENTS, OR OTHER OBSTRUCTIONS AS REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION.

REMOVE ALL WASTE MATERIAL, DEBRIS AND UNSUITABLE OR EXCESS TOPSOIL FROM OWNERS PROPERTY. BURNING IS NOT PERMITTED ON THE OWNERS PROPERTY.

EARTHWORK

CONTRACTOR SHALL VERIFY, TO THE BEST EXTENT POSSIBLE, THE LOCATION OF ANY UNDERGROUND FEATURES, IMPROVEMENTS OR UTILITIES PRIOR TO ANY EXCAVATION WORK. ALL EXCAVATION AND BACKFILL WORK SHALL COMPLY ALL LOCAL CODES, ORDINANCES AND REQUIREMENTS OF ANY AGENCIES HAVING JURISDICTION. CONTRACTOR SHALL INQUIRE OF AND CONFORM TO ANY SPECIAL INSPECTION REQUIREMENTS REQUIRED BY LOCAL AGENCIES HAVING JURISDICTION.

FINISH GRADE AREAS ADJACENT TO BUILDING LINES SHALL DRAIN AWAY FROM STRUCTURES AT A MINIMUM SLOPE OF .2% AND/OR AS INDICATED ON DRAWINGS. FINISHED GRADES AND SURFACES SHOULD PREVENT PONDING AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING FOR A MINIMUM OF 10'-0", AND BE FREE FROM IRREGULAR SURFACE CHANGES.

PROVIDE AND IMPLEMENT EROSION CONTROL MEASURES TO PREVENT EROSION DAMAGE TO FRESHLY GRADED AREAS.

REMOVE EXCESS EXCAVATED MATERIAL, TRASH, DEBRIS AND WASTE MATERIALS FROM OWNERS PROPERTY AND DISPOSE OF IT.

CAST-IN-PLACE-CONCRETE FOUNDATIONS

ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.

CONCRETE STRENGTH, MIXTURES, MATERIALS AND CONSTRUCTION IN GENERAL SHALL CONFORM TO THE REQUIREMENTS AND REGULATIONS OF THE ADOPTED BUILDING CODE AND ANY AND ALL REGULATIONS, REQUIREMENTS, AND ORDINANCES OF ALL AGENCIES HAVING JURISDICTION.

PROVIDE AN APPROVED WATER RESISTANT VAPOR BARRIER (POLYETHYLENE FILM) OVER PREPARED BASE MATERIAL UNDER ALL INTERIOR CONCRETE SLABS ON GRADE. REINFORCING STEEL SHALL BE DEFORMED BARS - GRADE 60 FOR #4 & LARGER. SECURELY TIE IN PLACE WITH DOUBLE ANNEALED 16 GAUGE IRON WIRE OR APPROVED CLIPS. PROVIDE CLEAR EMBEDMENT AT REINFORCING BARS AS FOLLOWS:
CONCRETE CAST AGAINST SOIL = 3"
FORMED CONCRETE AGAINST SOIL = 2"
WALLS, COLUMNS OR BEAMS NOT EXPOSED TO WEATHER = 1"
SLAB-ON-GRADE = 2"

APPLY DAMPROOFING TO ALL BELOW-GRADE SURFACES OF UNDERGROUND WALLS IN CONTACT WITH EARTHWORK OR OTHER BACKFILL. IN ANY SITUATION WHERE SPACE OF ANY KIND IS ENCLOSED ON THE OPPOSITE SIDE.

FOUNDATION DRAINAGE

THE FOUNDATION DRAIN SHALL CONSIST OF GRAVEL, CRUSHED STONE, AND A CORRUGATED PERFORATED POLYETHYLENE DRAINAGE TILE. GRAVEL OR CRUSHED STONE SHALL CONTAIN NOT MORE THAN TEN (10) PERCENT MATERIAL THAT PASSES A NO. 4 SIEVE. THE DRAIN SHALL EXTEND A MINIMUM OF TWELVE (12) INCHES BEYOND THE OUTSIDE EDGE OF THE FOOTING. THE DEPTH SHALL BE SUCH THAT THE BOTTOM OF THE DRAIN IS NOT HIGHER THAN THE BOTTOM OF THE BASE MATERIAL UNDER THE FLOOR, AND THE TOP OF THE DRAIN IS NOT LESS THAN SIX (6) INCHES ABOVE THE SPREAD PORTION OF THE FOOTING. THE TOP OF THE DRAIN SHALL BE COVERED WITH AN APPROVED FILTER MEMBRANE MATERIAL.

THE INVERT OF THE DRAIN PIPE OR TILE SHALL NOT BE HIGHER THAN THE FLOOR ELEVATION. THE TOP OF JOINTS AT TOP OF PERFORATIONS SHALL BE PROTECTED WITH AN APPROVED FILTER MEMBRANE MATERIAL. THE PIPE OF THE TILE SHALL BE PLACED ON NOT LESS THAN TWO (2) INCHES OF GRAVEL OR CRUSHED STONE COMPLYING WITH LOCAL BUILDING ORDINANCES AND SHALL BE COVERED WITH NOT LESS THAN SIX (6) INCHES OF THE SAME MATERIAL.

ROUGH CARPENTRY

ALL DIMENSIONAL/SAWN LUMBER TO BE DOUGLAS-FIR / LARCH, WMPA 1991 WESTERN GRADING RULES.

LUMBER SHALL BE OF THE FOLLOWING GRADES:
STUDS - 2x4 - STANDARD OR BETTER
JOIST - 2x6 & 4 WIDE - #2 OR BETTER
6 TO 8 - 10, 12 & 14 - #1 OR BETTER
BEAMS AND STRINGERS - #1
POSTS AND TIMBERS - #1

SHEATHING SHALL BE APA RATED SHEATHING AND SHALL BEAR THE APA TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION.
SUBFLOORING SHALL BE APA RATED STURD-I-FLOOR, EXPOSURE 1, 48/24, 3/4" THICK WITH T&G SIDES.

ROOF SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20 5/8" THICK.

WALL SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20, 1/2" THICK.

ALL WOODS BEARING ON CONCRETE OR MASONRY, IF LESS THAN 4'-0" ABOVE GRADE, SHALL BE PRESSURE TREATED. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, DUCTS, ETC.

UNDERLAYMENT SHALL BE 1/2" THICK PARTICLE BOARD UNDERLAYMENT.

HARDWARE AND FASTENINGS

UNLESS OTHERWISE NOTED, ANCHOR BOLTS SHALL BE 1/2" DIAMETER x 10' LONG WITH HEAD END HOOKED 2".

BOLT HEADS OR NUTS IN CONTACT WITH WOOD SHALL HAVE WASHERS.

NUMBER AND SPACING OF NAILS AND METHOD OF NAILING OF FRAMING SHALL MEET THE REQUIREMENTS OF U.B.C. NAILING SCHEDULE, TABLE NO 23-1-D.

METAL FRAMING ANCHORS, HANGERS, STRAP ANCHORS, THE STRAPS, END JOIST ANCHORS AND OTHER MISCELLANEOUS ACCESSORIES SHALL BE OF GALVANIZED STEEL, MANUFACTURED BY SIMPSON COMPANY OR EQUAL.

SPICES, SCREWS, LAG BOLTS, AND OTHER MISCELLANEOUS FASTENINGS AND ROUGH HARDWARE SHALL BE SUPPLIED AS REQUIRED TO ASSEMBLE AND SECURE ROUGH CARPENTRY ITEMS.

FLOOR AND WALL FRAMING

WALL STUDS SHALL BE 2x4 OR 2x6 AT 16-INCH CENTER WITH THE LARGE DIMENSION PERPENDICULAR TO THE WALL, UNLESS OTHERWISE SHOWN OR NOTED. DOUBLE STUDS AT OPENING BUCKS AND TRIPLE STUDS AT CORNERS AND INTERSECTIONS AND AT BUCKS OF OPENINGS WIDER THAN 6 FEET.

PROVIDE DOUBLE TOP PLATE. OVERLAP TOP PLATE AT CORNERS AND INTERSECTIONS WITH BEARING PARTITIONS. INTERIOR WALLS SHALL HAVE THE TOP PLATE OVERLAP ONTO EXTERIOR WALLS. LAP ENDS 48 INCHES.

BRACE STUDS WHICH EXCEED 10 FEET IN HEIGHT WITH BLOCKING CUT FROM STUD MATERIAL. LOCATE BLOCKING AT MID HEIGHT OF STUD. STUD WALLS OVER 10 FEET IN HEIGHT REQUIRE FIRE BLOCKING.

IF WALL SHEATHING IS TO BE USED TO FULFILL DIAGONAL BRACING REQUIREMENTS, IT SHALL BE NAILED AT 4" SPACING AT EDGES AND 6" SPACING IN FIELD.

AIR INFILTRATION BARRIER SHALL BE "TYVEK HOUSEWRAP" OR APPROVED EQUAL AND SHALL BE INSTALLED UNDER ALL SIDING.

FLOOR JOISTS SHALL BE WOOD "T" JOISTS SHALL BE APPROVED AND STAMPED BY THE APA FOR SPANS AND APPLICATIONS INDICATED ON DRAWINGS.

ENGINEERED WOOD TRUSSES

WOOD ROOF TRUSSES SHALL BE DESIGNED BY AN APPROVED FABRICATOR OF ENGINEERED WOOD ROOF TRUSSES AND SHALL BE ACCOMPANIED BY SHOP DRAWINGS FROM S&D FABRICATOR STAMPED AND SIGNED BY AN ENGINEER LICENSED TO PRACTICE WITHIN THE SAME REGION OF THE PROJECT.

WOOD ROOF TRUSSES SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES AND REQUIREMENTS AND SHALL BE DESIGNED TO WITHSTAND THE DESIGN LOADS INDICATED ABOVE AS WELL AS STANDARD LOAD REQUIREMENTS FOR THE REGION IN WHICH THE PROJECT IS BEING BUILT.

INSTALL ROOF TRUSSES AT 24" CENTERS MAXIMUM AND INSTALL SECURE AND BRACE AS PER MANUFACTURERS RECOMMENDATIONS AS WELL AS ANY APPLICABLE BUILDING CODES AND REGULATIONS.

INSULATION AND THERMAL REQUIREMENTS

EXTERIOR WALLS SHALL HAVE AN R-VALUE OF NOT LESS THAN R-21. ATTIC INSULATION SHALL BE NOT LESS THAN R-49. BELOW GRADE WALLS AND BASEMENT WALLS USED FOR LIVING SPACE SHALL HAVE A MINIMUM R-VALUE OF R-21. FLOORS OVER UNHEATED SPACES SHALL HAVE A MIN. R-VALUE OF R-38.

ALL PENETRATIONS (INCLUDING WIRING PENETRATIONS AT TOP AND BOTTOM PLATES, EXTERIOR JOINTS AT FLOORS, IN EXTERIOR WALLS, ROOF OR CEILING WALL) WILL BE SEALED, CAULKED, GASKETED OR WEATHERSTRIPPED TO REDUCE AIR LEAKAGE. CONTRACTOR SHALL STUD SHIM SPACE OR OTHER SIMILAR VOIDS IN EXTERIOR WALLS AROUND DOORS, WINDOWS, ETC. WITH INSULATION.

A VAPOR BARRIER RATED AT ONE PERM, DRY CLIP, IS REQUIRED ON THE HEATED SIDE OF INSULATION.

A BLACK GROUND COVER NOT LESS THAN 6 MILLS THICK WILL BE INSTALLED IN ALL CRAWL SPACES.

COMPOSITION SHINGLE ROOFING

PROVIDE MINERAL-SURFACED, SELF-SEALING, GLASS-FIBER BASED ARCHITECTURAL GRADE ASPHALT SHINGLES. SHINGLES SHALL BE CLASS "A", U.L. RATED AND BEAR A U.L. WIND RESISTANT LABEL. SHINGLES SHALL HAVE A MANUFACTURERS 40-YEAR WARRANTY.

UNDERLAYMENT SHALL BE RUBBERIZED ASPHALT MEMBRANE, SELF ADHERING, MINIMUM 40 MILS THICK; MINIMUM TENSILE STRENGTH 250 PSI.

CEMENT LAYERS OF SELF ADHERING UNDERLAYMENT FROM THE EAVES TO A POINT AT LEAST 24" BEYOND THE INTERIOR WALL LINE OF THE BUILDING. THE CEMENTED UNDERLAYMENT SERVES AS EAVES FLASHING (ICE DAM).

PROVIDE METAL VALLEY AND WALL FLASHING AS PER MANUFACTURERS STANDARD INSTALLATION GUIDELINES.

PROVIDE CONTINUOUS METAL GUTTERS AT ALL DRIP EDGES OF ROOFS.

LIFE SAFETY

SD INDICATES THE LOCATION OF SMOKE DETECTORS AND CARBON MONOXIDE COMBINATION APPLIANCE. PROVIDE ELECTRICAL SERVICE WITH BATTERY BACKUP, DETECTOR TO BE ON AN INTERCONNECTED SYSTEMS

DOORS AND WINDOWS

ALL BEDROOMS OR SLEEPING ROOMS MUST HAVE AN EMERGENCY EGRESS WINDOW WITH A MIN. NET OPENABLE AREA OF AT LEAST 5.7 SQ-FT (820 SQ-INCHES). THE MINIMUM WIDTH FOR AN EGRESS OPENING SHALL BE 20 INCHES AND THE MINIMUM HEIGHT FOR AN EGRESS OPENING SHALL BE 24 INCHES. THE FINISHED SILL HEIGHT SHALL BE 44" MAXIMUM ABOVE THE FINISHED FLOOR. THESE MINIMUM REQUIREMENTS SHALL HAVE PRECEDENCE OVER ANY WINDOWS INDICATED ON THE DRAWINGS WHICH DO NOT MEET THESE REQUIREMENTS. CONTRACTOR SHALL VERIFY EGRESS REQUIREMENTS WITH FINAL WINDOW SELECTION.

WINDOWS SHALL BE SELECTED FROM MANUFACTURERS STANDARD SIZES TO MATCH WINDOWS SIZES AND OPERABLE CONFIGURATIONS AS INDICATED ON DRAWINGS. WINDOWS SHALL BE SELECTED IN COORDINATION WITH THE OWNER AND SHALL BE QUALITY UNITS WHICH MEET OR EXCEED LOCAL ORDINANCES AND UTILITY COMPANY REGULATIONS CONCERNING MINIMUM THERMAL PERFORMANCE REQUIREMENTS FOR WINDOW RESIDENTIAL SYSTEMS IN THIS REGION. WINDOWS WILL BE TESTED AND LABELED FOR THERMAL PERFORMANCE AND AIR INFILTRATION BY THE MANUFACTURER TO COMPLY WITH ASTM C236, C976 OR AAMA 1503.1-1980. A MINIMUM U-VALUE OF 0.28 IS TO BE MET.

SAFETY GLASS IS REQUIRED IN ALL AREAS WHERE GLASS IS WITHIN 18" OF THE FLOOR, OR IS IN EITHER THE DOOR OR DOOR SIGHTLINES. ANY REQUIRED SAFETY GLASS SHALL BE TEMPERED.

ALL DOORS SHALL BE 6'-8" MINIMUM IN HEIGHT AND ALL EXIT DOORS SHALL BE A MINIMUM OF 3'-0" WIDE. REFER TO DRAWINGS FOR INDIVIDUAL DOOR SIZES.

DOORS AND FRAMES WILL COMPLY WITH ASTM STANDARD 288-73 FOR AIR LEAKAGE AND A MAXIMUM U-VALUE OF 0.20.

GYPSUM DRYWALL

GYPSUM WALL BOARD SHALL BE 5/8" THICK WITH TAPERED EDGES TYPICAL GARAGE WALLS AND CEILING SHALL BE TYPE X 5/8" THICK. PROVIDE ALL CORNER BEADS, EDGE TRIM AND CONTROL JOINTS NECESSARY TO COMPLETE INSTALLATION OF GYPSUM WALL BOARD. FASTEN AS PER MANUFACTURERS SUGGESTED RECOMMENDATIONS FOR VARIOUS WALL / CEILING APPLICATIONS.

INSTALL WATER RESISTIVE GYPSUM WALL BOARD IN ALL BATHROOMS.

INSTALL TYPE "X" FIRE RESISTIVE GYPSUM WALL BOARD IN ANY ENCLOSED SPACES UNDER STAIRS TYPICAL. ALL PANEL JOINTS MUST BE TAPED AND FINISHED IN THESE AREAS EVEN IF WALLS ARE NOT TO RECEIVE PAINT.

MECHANICAL/PLUMBING

ANY MECHANICAL/PLUMBING ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE MECHANICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL MECHANICAL / PLUMBING WORKMANSHIP AND INSTALLATION SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF MECHANICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS.

ALL GAS INSTALLATIONS MUST BE PERFORMED BY A GAS INSTALLER LICENSED TO OPERATE IN THE REGION OF THIS PROJECT.

CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES LOCAL MUNICIPALITY, AND ALL UTILITY COMPANIES.

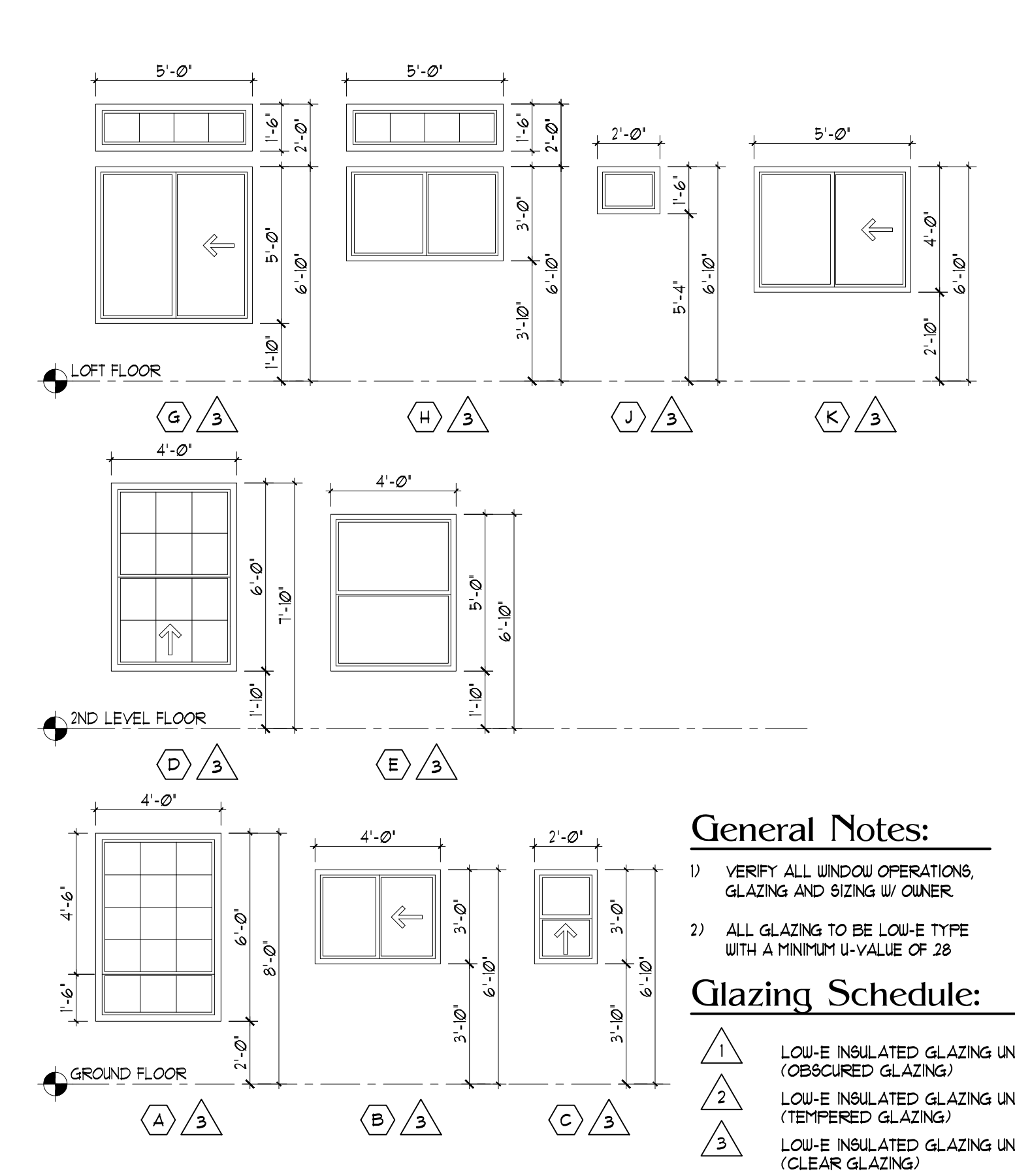
STRUCTURAL ITEMS SHALL NOT BE CUT OR NOTCHED FOR INSTALLATION OF MECHANICAL/PLUMBING ITEMS UNLESS PERMITTED BY CODE OR BY MANUFACTURERS INSTRUCTIONS.

ELECTRICAL

ANY ELECTRICAL ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE ELECTRICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL ELECTRICAL WORKMANSHIP AND INSTALLATION SHALL BE PERFORMED IN A FIRST CLASS MANNER AND SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ELECTRICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS.

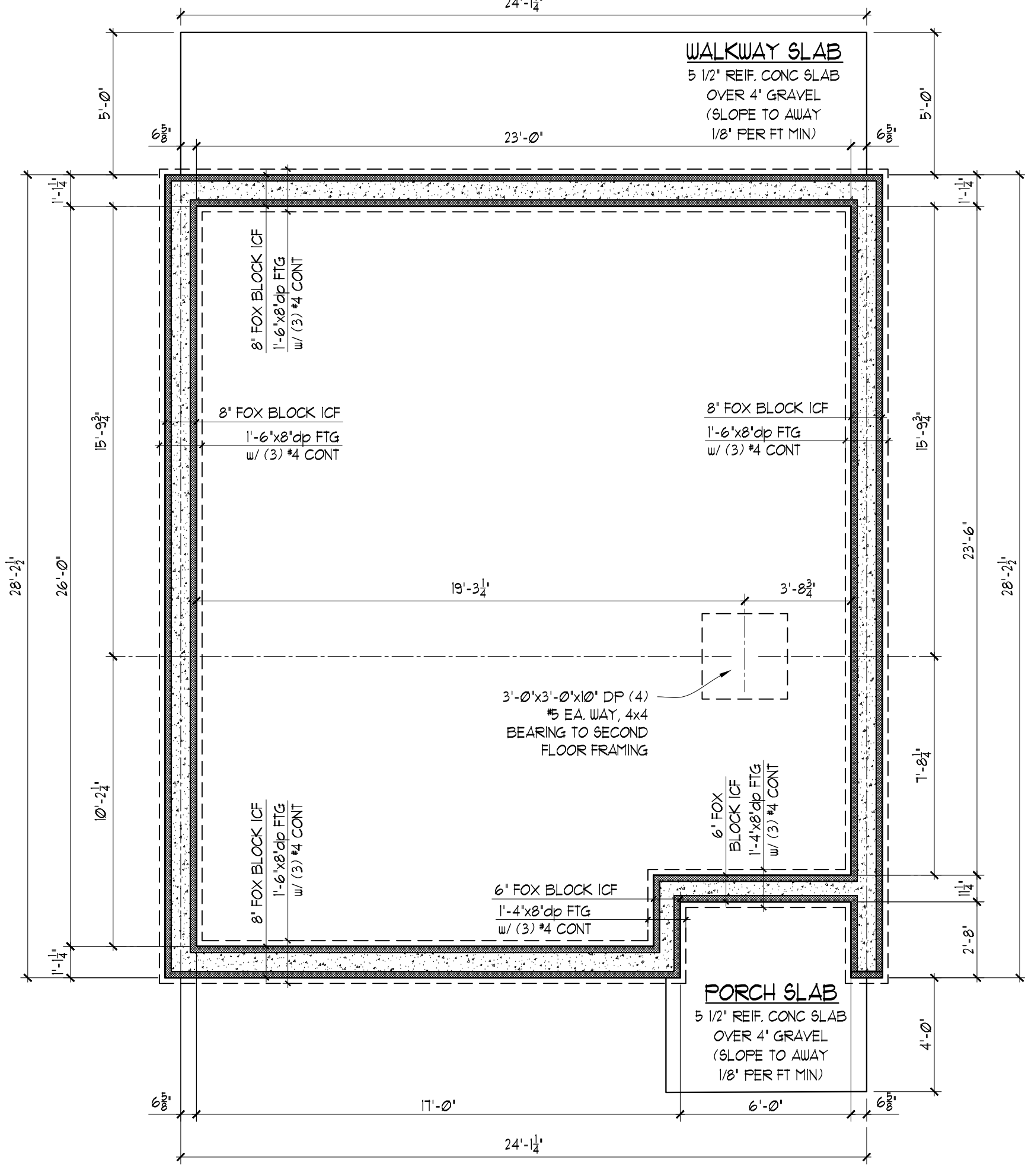
WHERE INDICATED ITEMS ON THE DRAWINGS ARE IN EXCESS OF THAT REQUIRED BY THE BUILDING CODE AND LOCAL ORDINANCES, THE CONTRACTOR SHALL PROVIDE ITEMS AS PER THE DRAWINGS.

CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES LOCAL MUNICIPALITY, AND ALL UTILITY COMPANIES.



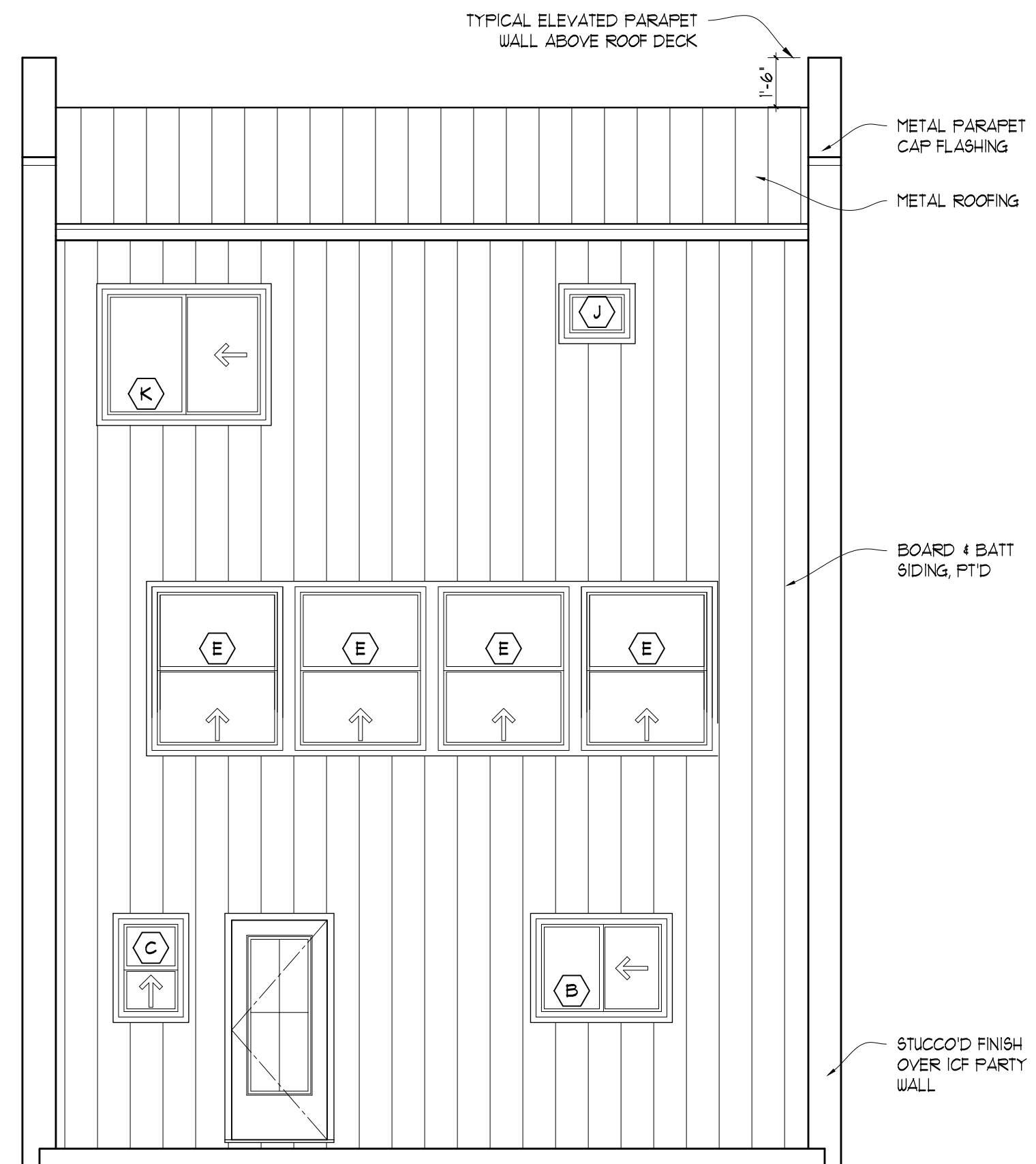
Window Schedule

SCALE: 1/4" = 1'-0"



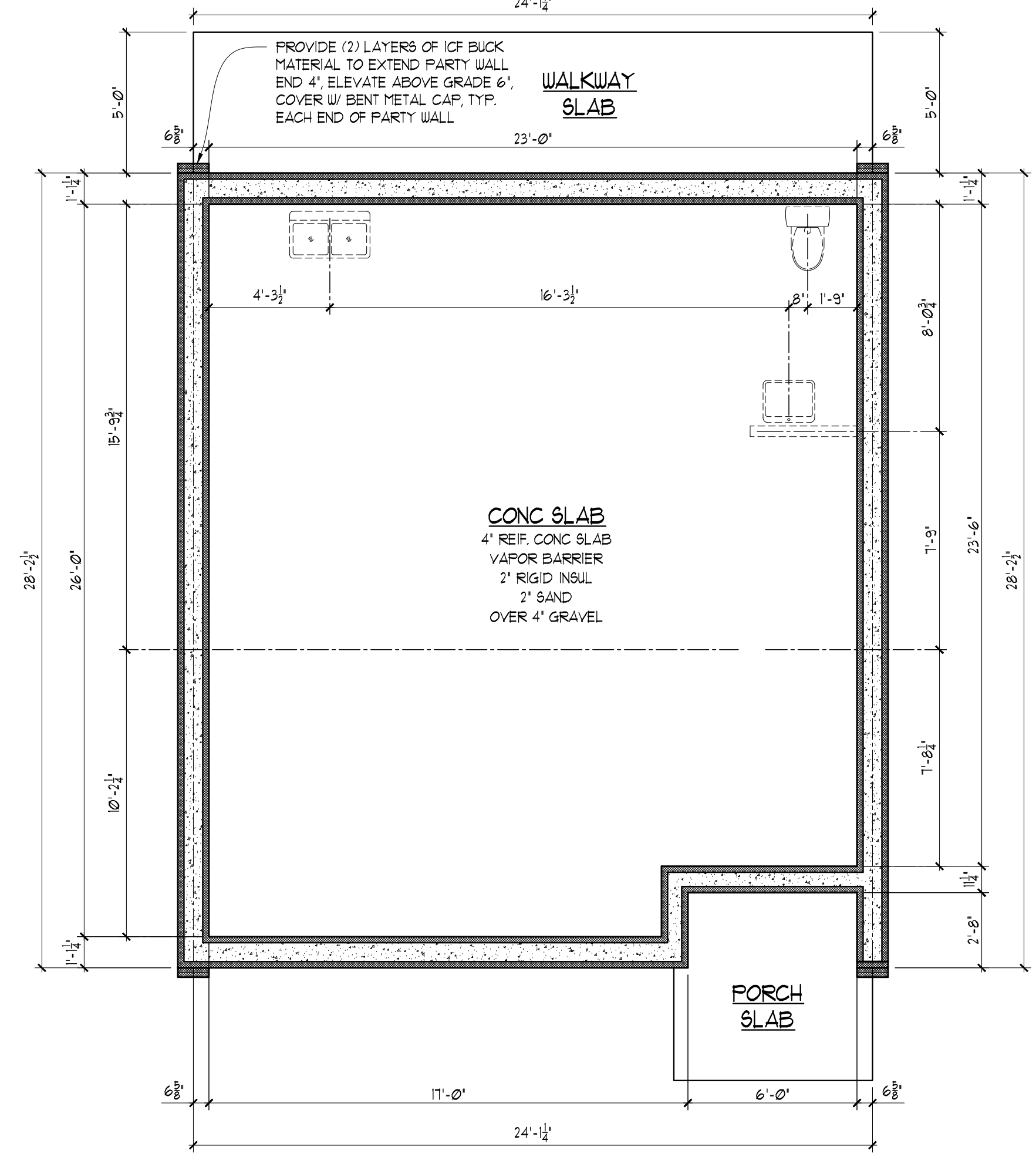
TH-B Foundation Plan

SCALE: 1/4" = 1'-0"



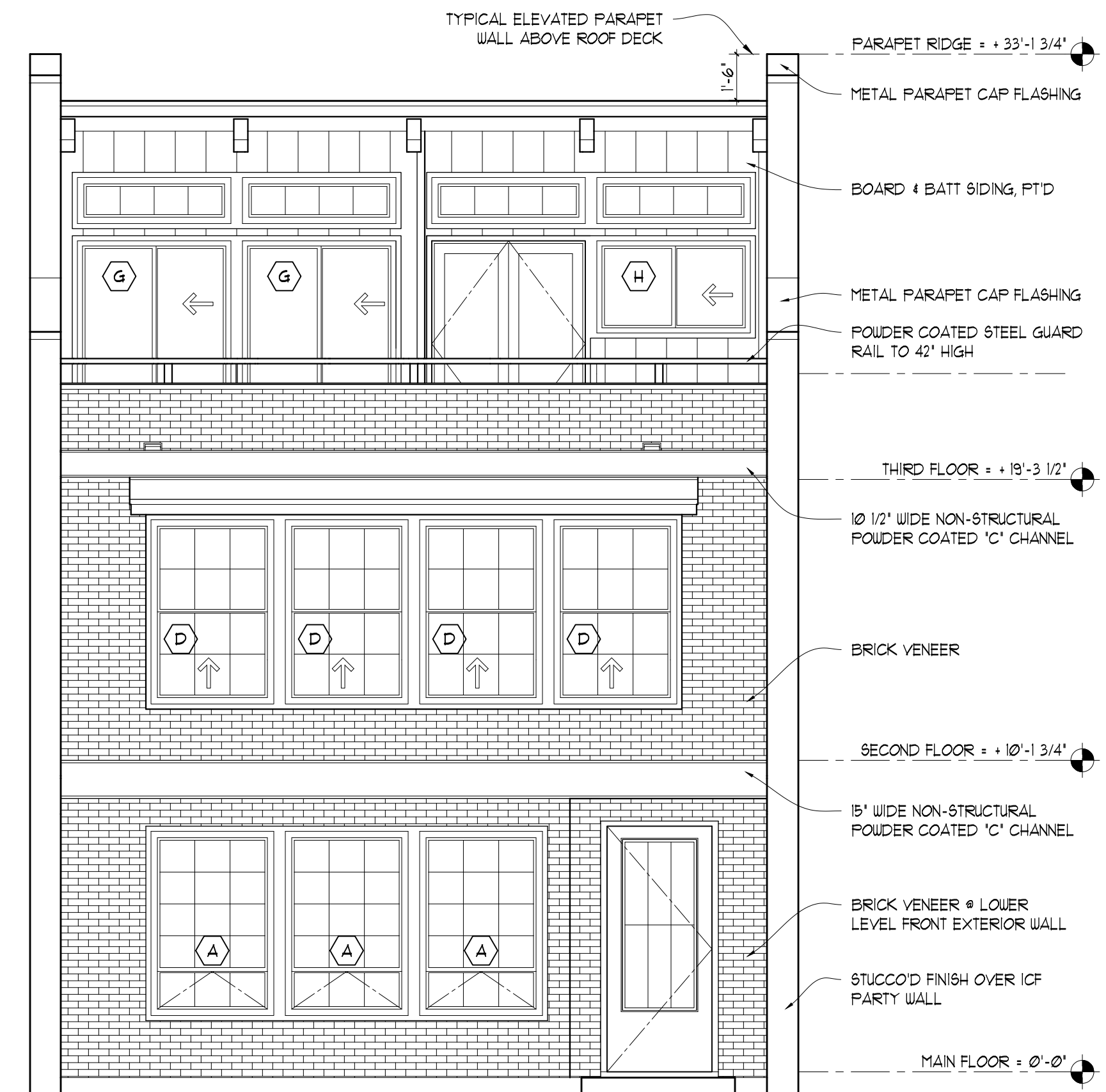
Rear Elevation

SCALE: 1/4" = 1'-0"



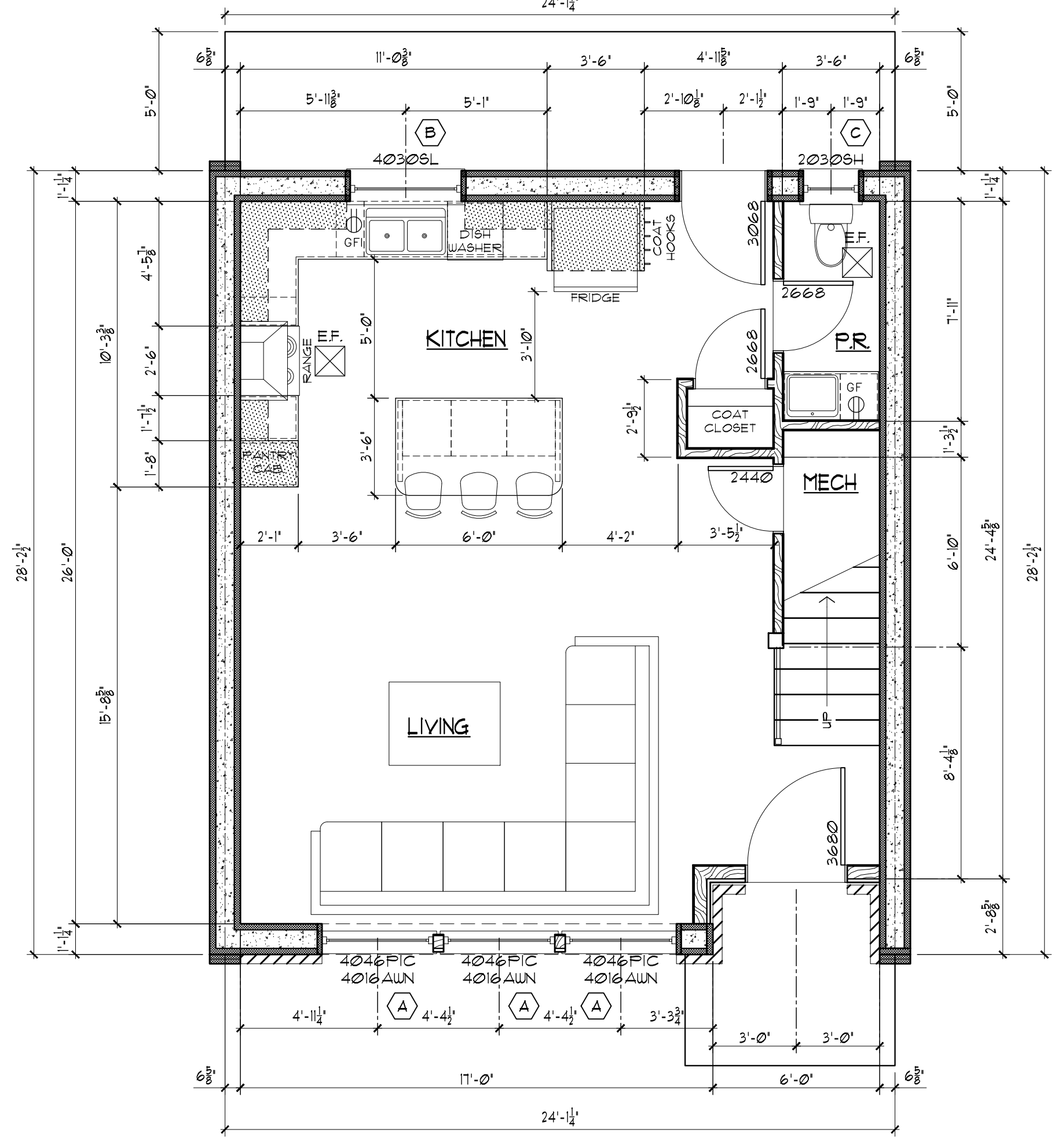
TH-B Conc Slab Plan

SCALE: 1/4" = 1'-0"



Front Elevation

SCALE: 1/4" = 1'-0"



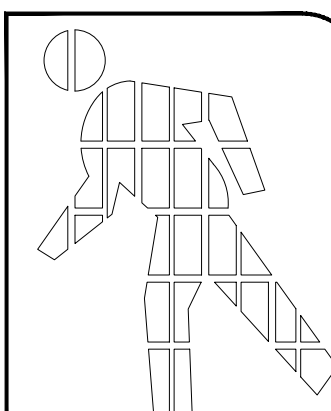
TH-B Ground Level Plan

SCALE: 1/4" = 1'-0"

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PROJECTS OR IN OTHER LOCATIONS
WITHOUT THE APPROVAL AND PARTICIPATION
OF THE DESIGN PROFESSIONAL

6th Street
Moscow, Idaho

University Gateway on Sixth Townhouse B Review Documents



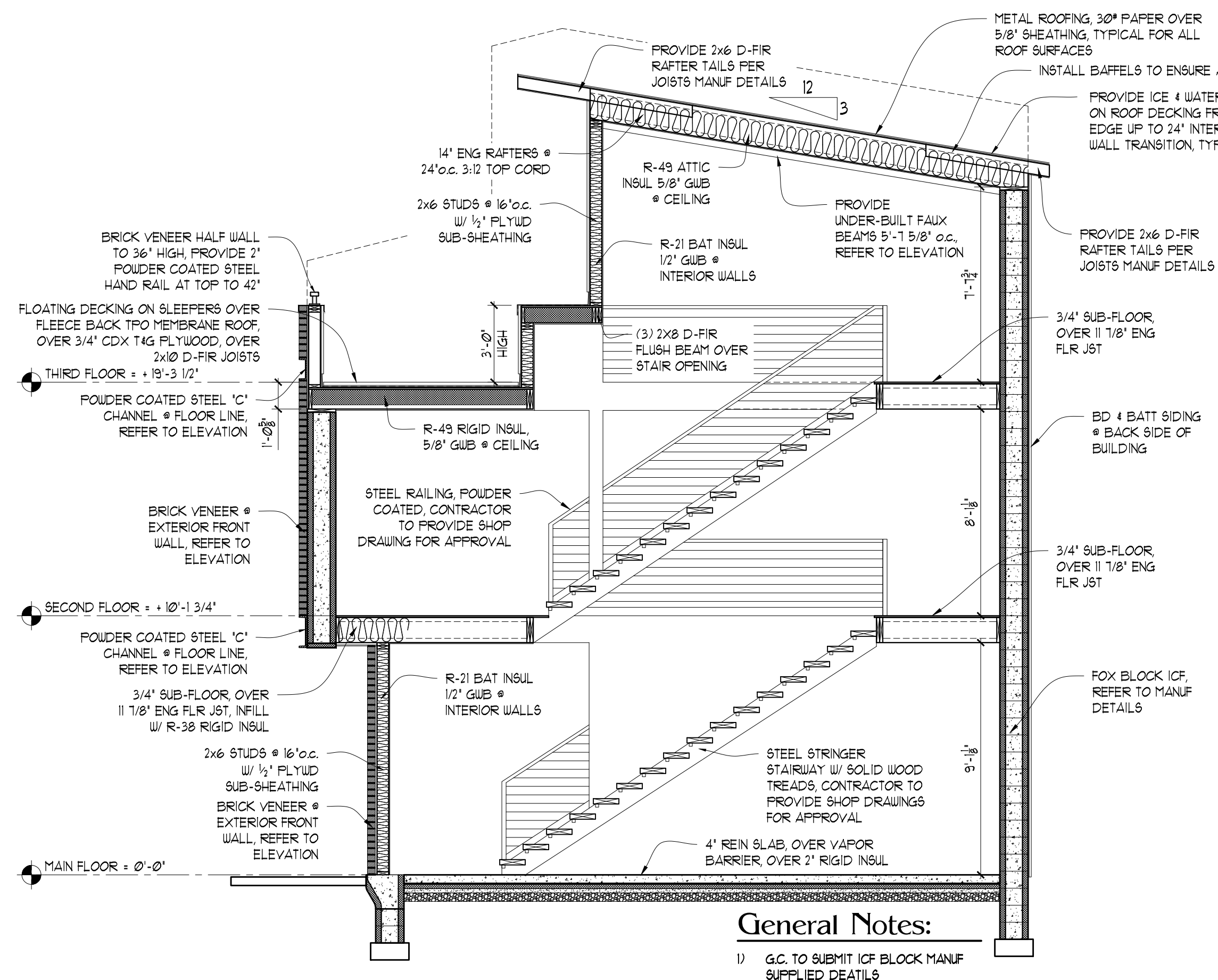
john m pau
Design Consultant
208.596.6066

Job Number: 00-110420
Date: 01/26/21

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Foundation Plan

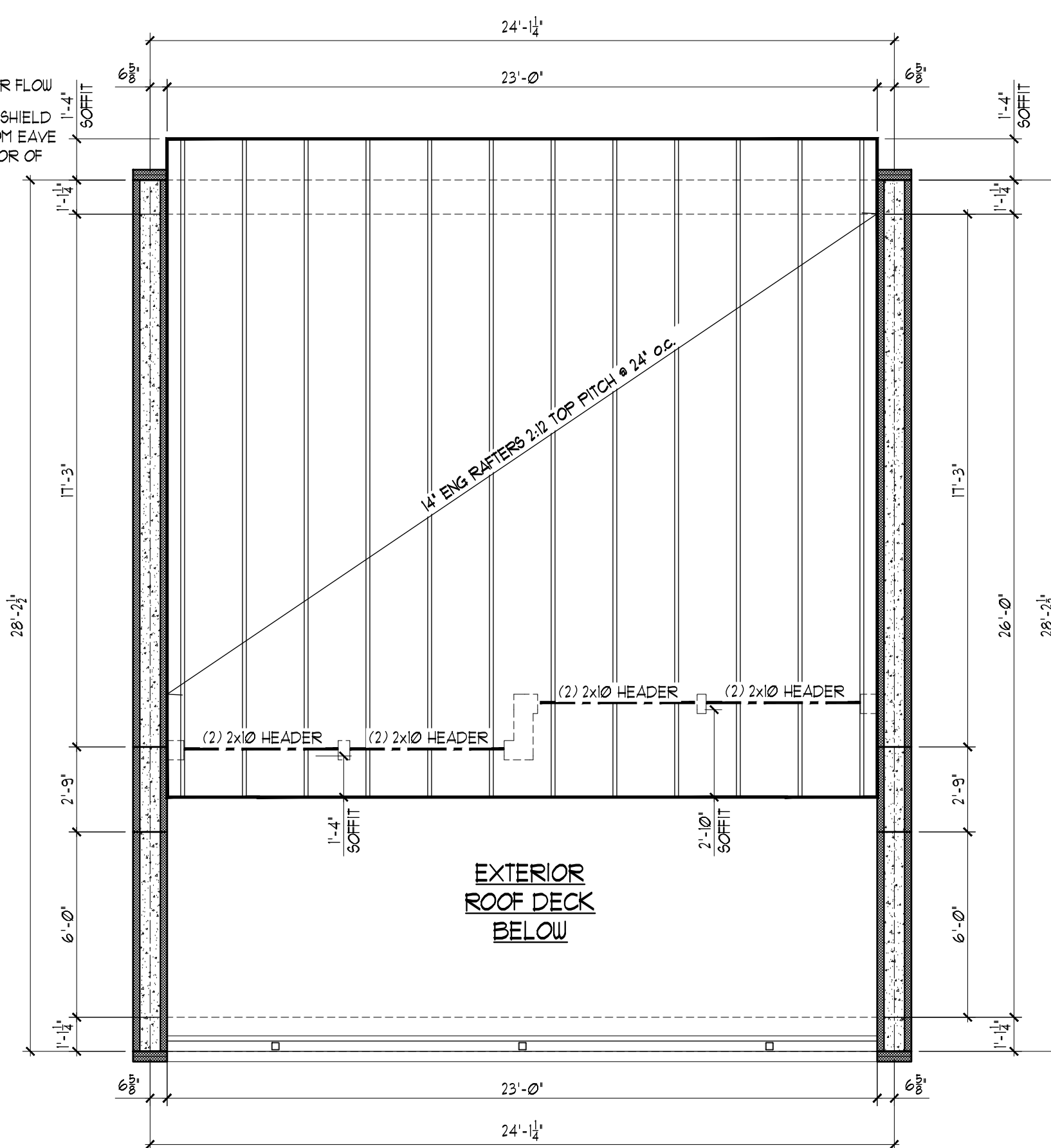
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Recieved 04-09-2021



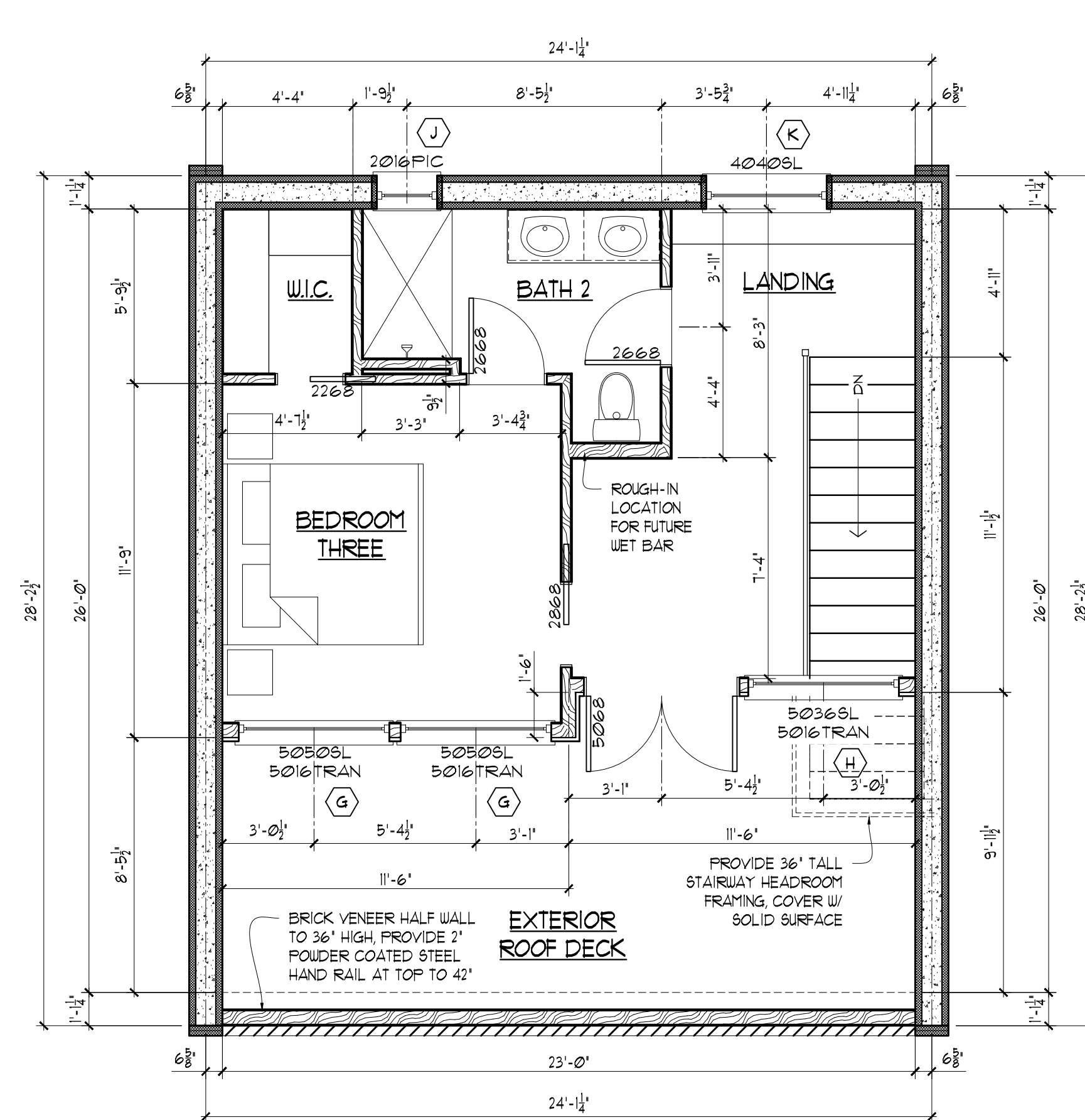
Building Section

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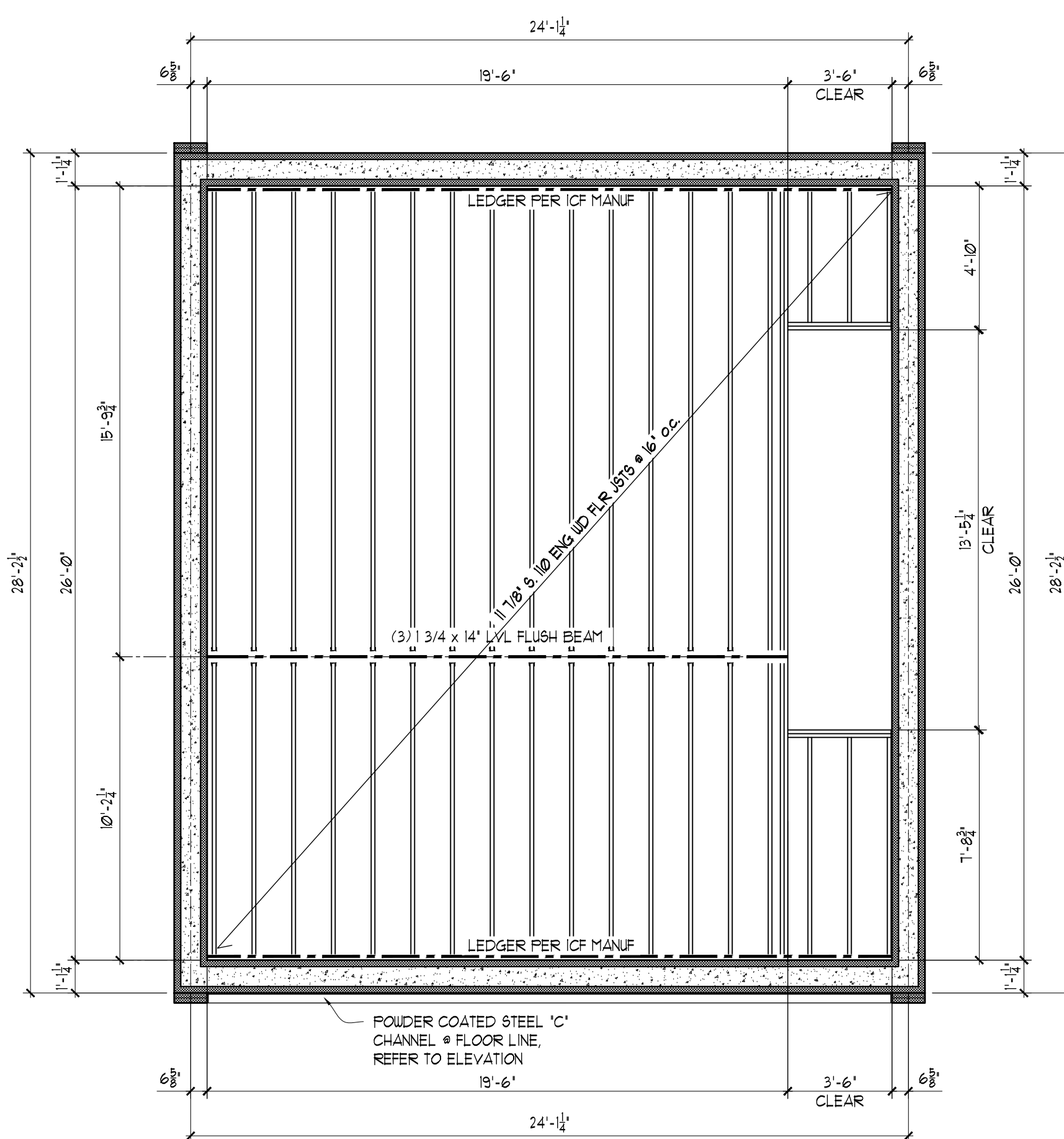
TH-B Roof Plan

SCALE: 1/4" = 1'-0"



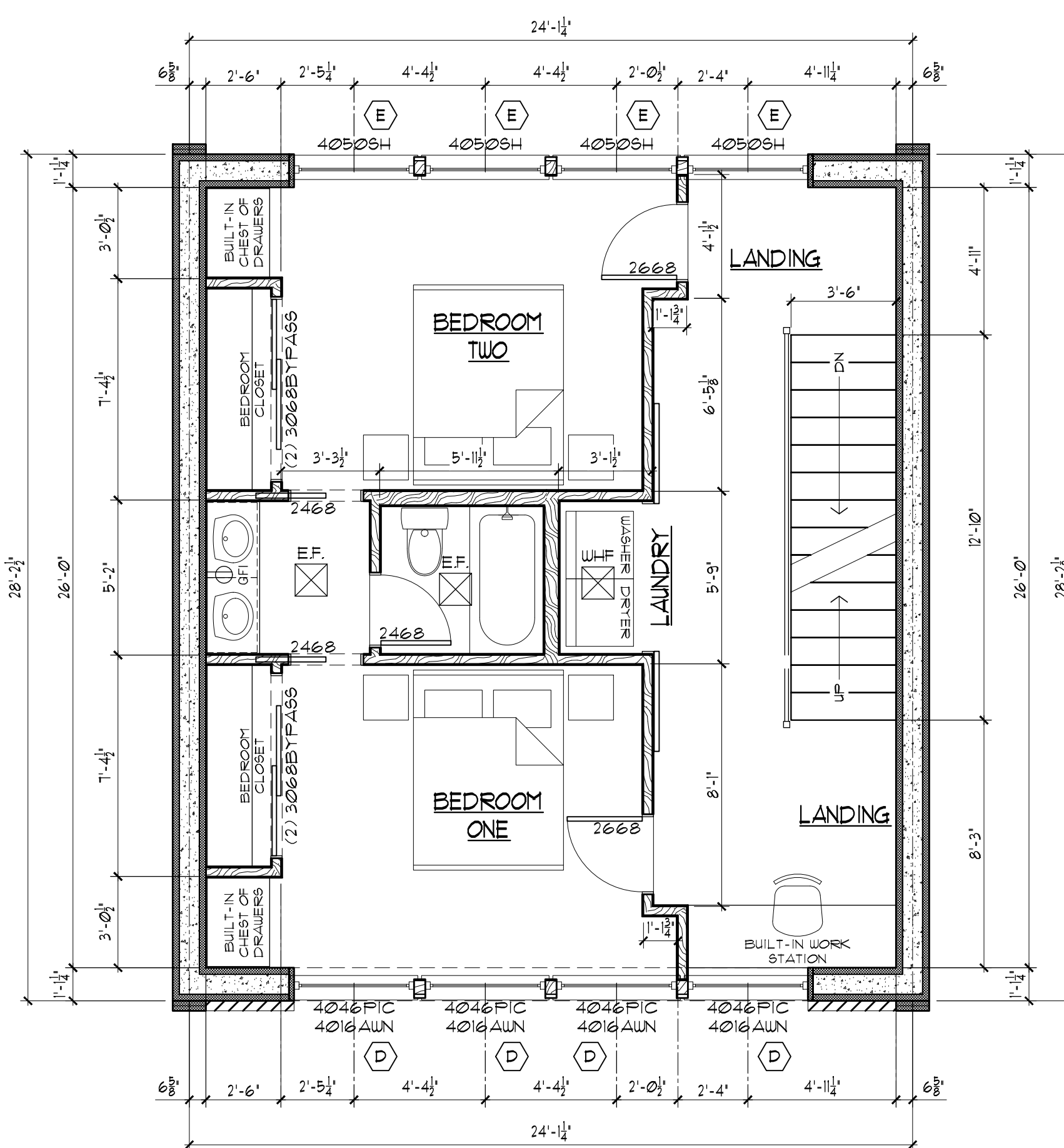
TH-B 3rd Level Plan

SCALE: 1/4" = 1'-0"



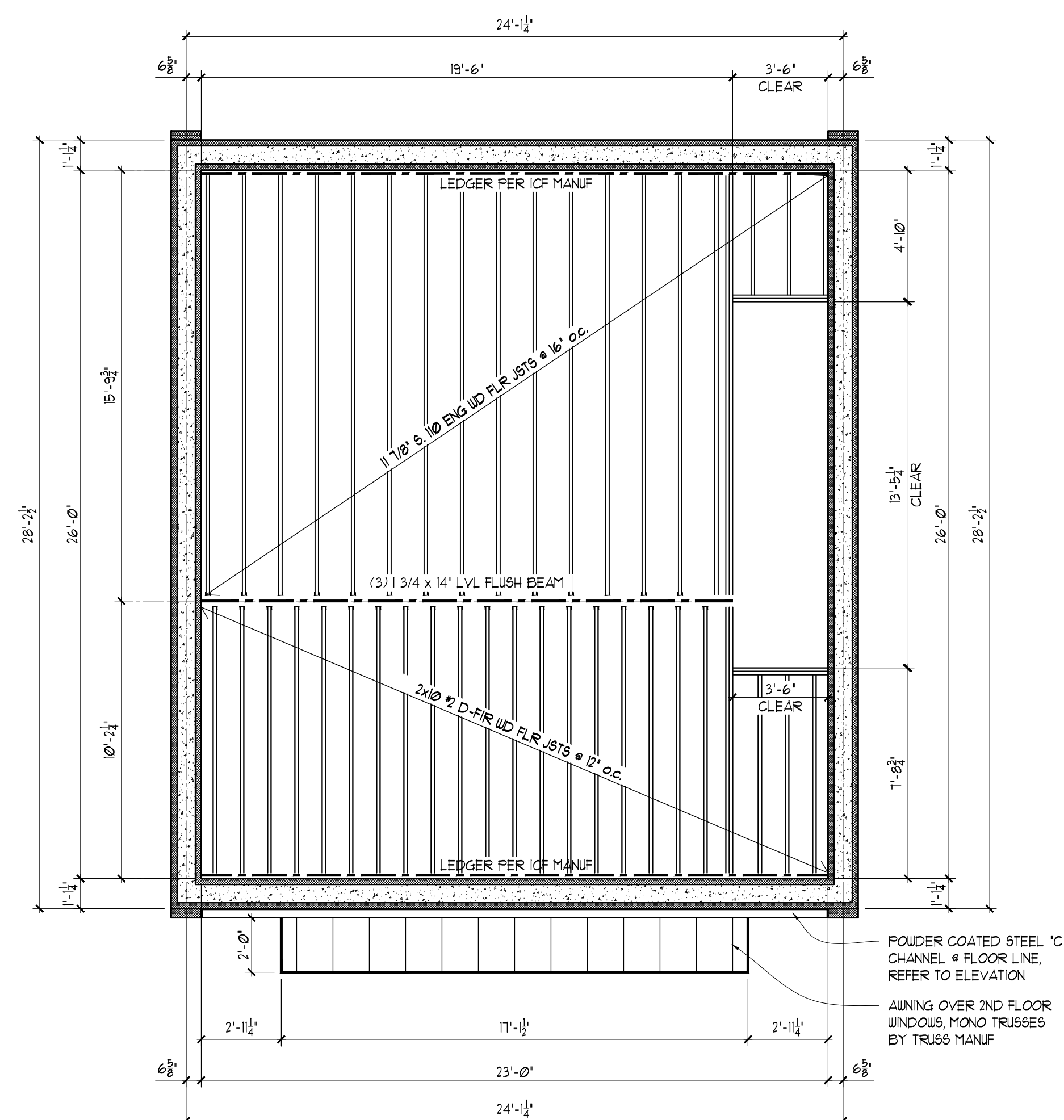
TH-B 2nd Floor Framing

SCALE: 1/4" = 1'-0"



TH-B 2nd Level Plan

SCALE: 1/4" = 1'-0"



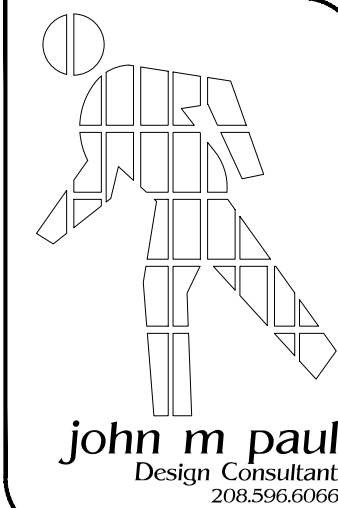
TH-B 2nd Floor Framing

SCALE: 1/4" = 1'-0"

Moscow Gateway on 6th Townhouse "C" 6th Street Moscow, Idaho

6th Street
Moscow, Idaho

University Gateway on Sixth Townhouse C Review Documents



Job Number: 00-110420
Date: 1/16/10
Sheet Contents:
Cover Sheet
General Notes
Perspective Image

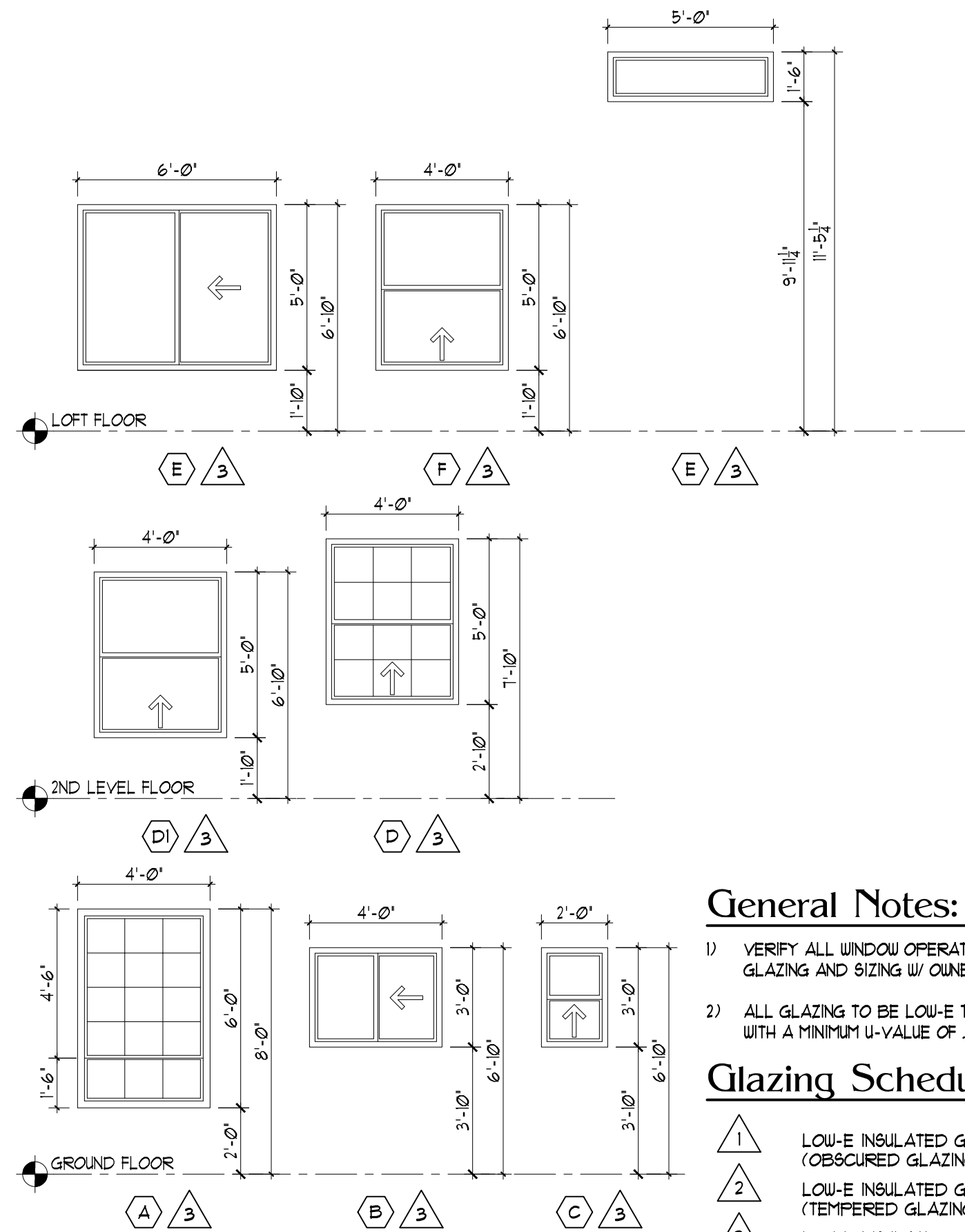
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Dated 01-26-21



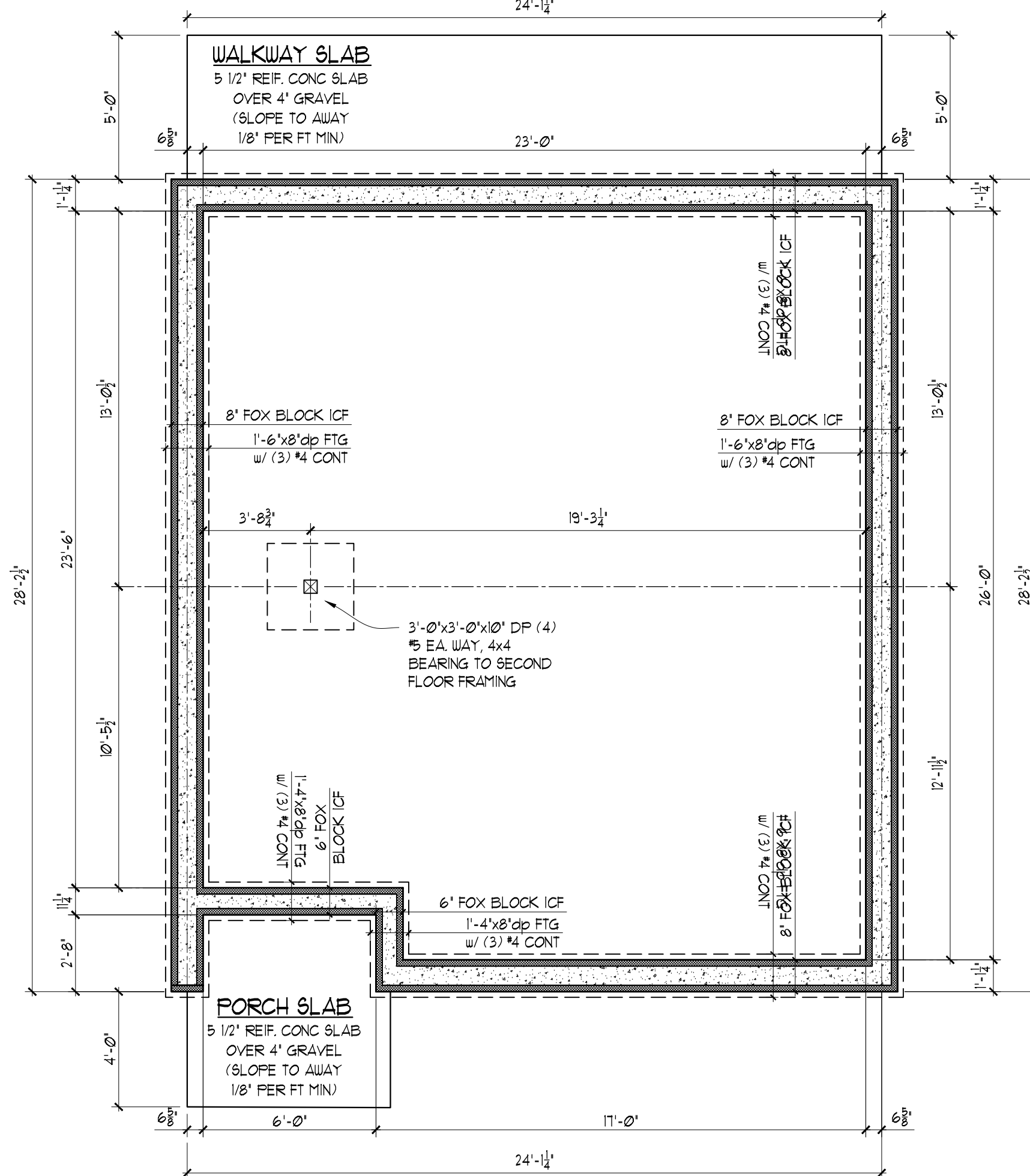
GENERAL / CONSTRUCTION NOTES

GENERAL THESE DRAWINGS ARE INTENDED TO SERVE AS AN OUTLINE FOR CONSTRUCTION ONLY. THE CONTRACTOR SHALL BEAR THE FULL RESPONSIBILITY FOR VERIFYING THAT ALL ELEMENTS OF THE DESIGN AND CONSTRUCTION CONFORM TO INDUSTRY STANDARDS AND TO THE STANDARDS OF THE JURISDICTION ADOPTED BUILDING CODE AS WELL AS ANY OTHER LOCAL ORDINANCES AND/OR REGULATIONS AND REQUIREMENTS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION IN THE AREA OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL CONSTRUCTION ITEMS AND ACCESSORIES WHICH MAY NOT BE INDICATED ON THE DRAWINGS, BUT ARE REQUIRED FOR COMPLETION OF THE PROJECT. THE COST OF ALTERING ANY ITEMS, CONSTRUCTED OR OTHERWISE, BECAUSE OF NON-COMPLIANCE WITH BUILDING CODES AND LOCAL ORDINANCES, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR TO INFORM HIMSELF OF ANY AND ALL SUCH REQUIREMENTS PRIOR TO PROCEEDING WITH CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS. LISTED DIMENSIONS SHALL HAVE PRECEDENCE OVER ANY DIMENSIONS OBTAINED BY SCALING FROM THE PLANS. CONTRACTOR SHALL AVOID SCALING FROM THE PLANS WHENEVER POSSIBLE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ARRANGE ANY SPECIAL TESTING AND/OR SPECIAL INSPECTIONS AS REQUIRED BY APPLICABLE BUILDING CODES AND LOCAL BUILDING ORDINANCES. THE CONTRACTOR SHALL PROVIDE BLOCKING IN WALLS AS REQUIRED FOR THE MOUNTING OF ANY SHELVES, SPECIAL ITEMS AND/OR EQUIPMENT. THE CONTRACTOR SHALL COORDINATE ALL LOCATIONS OF ANY SPECIAL ITEMS OR EQUIPMENT WITH THE OWNER. THE CONTRACTOR SHALL HAVE THE ABILITY TO ALTER CONSTRUCTION ITEMS OR DETAILS AS REQUIRED TO CONFORM TO STANDARD BUILDING PRACTICES, UNFORESEEN CONDITIONS, CODE COMPLIANCE ISSUES AND ECONOMIC BUILDING PRACTICES. HOWEVER, WHETHER IT BE BY PREFERENCE OR BY REQUIREMENT, THE CONTRACTOR MUST CONSULT WITH THE OWNER PRIOR TO MAKING ANY CHANGES WHICH WILL DEViate FROM THE DRAWINGS. THE CONTRACTOR SHALL NOT MAKE ANY CHANGES TO THE DRAWINGS OR CONSTRUCTION WITHOUT RECEIVING VERBAL OR WRITTEN AUTHORIZATION FROM THE OWNER. THESE DRAWINGS SHALL NOT BE COPIED WITHOUT THE WRITTEN CONSENT OF THE OWNER. NEITHER THESE DRAWINGS, OR A RE-CREATION OF THE THE DESIGN CONTAINED HEREIN, SHALL BE USED BY ANY INDIVIDUAL OR COMPANY FOR THE CONSTRUCTION OF ANY OTHER HOUSE OR STRUCTURE OTHER THAN AT THE LOCATION LISTED ON THE TITLE SHEET ABOVE WITHOUT THE WRITTEN CONSENT OF THE AUTHOR (JOHN M. PAUL) AND THE OWNER. DESIGN CRITERIA SNOW LOAD 30 PSF (VERIFY W/ OFFICIAL) FLOOR LIVE LOAD 40 PSF (VERIFY W/ OFFICIAL) BASIC WIND SPEED 110 MPH (3 SEC) 110 MPH (FAST MILE) SEISMIC LOADING ZONE 8 SOIL BEARING 1500 PSF (ASSUMED) SITE CLEARING CONDUCT SITE CLEARING OPERATIONS IN A MANNER THAT WILL ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.	CONTRACTOR SHALL COORDINATE WITH THE OWNER WHICH EXISTING SITE FEATURES, EXISTING TREES AND VEGETATION ARE TO REMAIN, AND WHICH ARE TO BE REMOVED, PRIOR TO ANY SITE CLEARING OPERATIONS. PROTECT EXISTING TREES AND OTHER VEGETATION, WHICH IS NOT TO BE REMOVED, AGAINST ANY UNNECESSARY DAMAGE DURING THE DURATION OF CONSTRUCTION ACTIVITIES ON THE SITE. REMOVE TREES, GRASS AND OTHER VEGETATION, IMPROVEMENTS, OR OTHER OBSTRUCTIONS AS REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION. REMOVE ALL WASTE MATERIAL, DEBRIS AND UNSUITABLE OR EXCESS TOPSOIL FROM OWNERS PROPERTY. BURNING IS NOT PERMITTED ON THE OWNERS PROPERTY. EARTHWORK CONTRACTOR SHALL VERIFY, TO THE BEST EXTENT POSSIBLE, THE LOCATION OF ANY UNDERGROUND FEATURES, IMPROVEMENTS OR UTILITIES PRIOR TO ANY EXCAVATION WORK. ALL EXCAVATION AND BACKFILL WORK SHALL COMPLY ALL LOCAL CODES, ORDINANCES AND REQUIREMENTS OF ANY AGENCIES HAVING JURISDICTION. CONTRACTOR SHALL INQUIRE OF AND CONFORM TO ANY SPECIAL INSPECTION REQUIREMENTS REQUIRED BY LOCAL AGENCIES HAVING JURISDICTION. FINISH GRADE AREAS ADJACENT TO BUILDING LINES SHALL DRAIN AWAY FROM STRUCTURES AT A MINIMUM SLOPE OF 2% AND/OR AS INDICATED ON DRAWINGS. FINISHED GRADES AND SURFACES SHOULD PREVENT PONDING AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING FOR A MINIMUM OF 10'-0", AND BE FREE FROM IRREGULAR SURFACE CHANGES. PROVIDE AND IMPLEMENT EROSION CONTROL MEASURES TO PREVENT EROSION DAMAGE TO FRESHLY GRADED AREAS. REMOVE EXCESS EXCAVATED MATERIAL, TRASH, DEBRIS AND WASTE MATERIALS FROM OWNERS PROPERTY AND DISPOSE OF IT. CAST-IN-PLACE-CONCRETE FOUNDATIONS ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS. CONCRETE STRENGTH, MIXTURES, MATERIALS AND CONSTRUCTION IN GENERAL SHALL CONFORM TO THE REQUIREMENTS AND REGULATIONS OF THE ADOPTED BUILDING CODE AND ANY AND ALL REGULATIONS, REQUIREMENTS, AND ORDINANCES OF ALL AGENCIES HAVING JURISDICTION. PROVIDE AN APPROVED WATER RESISTANT VAPOR BARRIER (POLYETHYLENE FILM) OVER PREPARED BASE MATERIAL UNDER ALL INTERIOR CONCRETE SLABS ON GRADE. REINFORCING STEEL SHALL BE DEFORMED BARS - GRADE 60 FOR #4 & LARGER. SECURELY TIE IN PLACE WITH DOUBLE ANNEALED 16 GAUGE IRON WIRE OR APPROVED CLIPS. PROVIDE CLEAR EMBEDMENT AT REINFORCING BARS AS FOLLOWS: CONCRETE CAST AGAINST SOIL = 3" FORMED CONCRETE AGAINST SOIL = 2" WALLS, COLUMNS OR BEAMS NOT EXPOSED TO WEATHER = 1" SLAB-ON-GRADE = 2" APPLY DAMPROOFING TO ALL BELOW-GRADE SURFACES OF UNDERGROUND WALLS IN CONTACT WITH EARTHWORK OR OTHER BACKFILL. IN ANY SITUATION WHERE SPACE OF ANY KIND IS ENCLOSED ON THE OPPOSITE SIDE.	FOUNDATION DRAINAGE THE FOUNDATION DRAIN SHALL CONSIST OF GRAVEL, CRUSHED STONE, AND A CORRUGATED PERFORATED POLYETHYLENE DRAINAGE TILE. GRAVEL OR CRUSHED STONE SHALL CONTAIN NOT MORE THAN TEN (10) PERCENT MATERIAL THAT PASSES A NO. 4 SIEVE. THE DRAIN SHALL EXTEND A MINIMUM OF TWELVE (12) INCHES BEYOND THE OUTSIDE EDGE OF THE FOOTING. THE DEPTH SHALL BE SUCH THAT THE BOTTOM OF THE DRAIN IS NOT HIGHER THAN THE BOTTOM OF THE BASE MATERIAL UNDER THE FLOOR, AND THE TOP OF THE DRAIN IS NOT LESS THAN SIX (6) INCHES ABOVE THE SPREAD PORTION OF THE FOOTING. THE TOP OF THE DRAIN SHALL BE COVERED WITH AN APPROVED FILTER MEMBRANE MATERIAL. THE INVERT OF THE DRAIN PIPE OR TILE SHALL NOT BE HIGHER THAN THE FLOOR ELEVATION. THE TOP OF JOINTS AT TOP OF PERFORATIONS SHALL BE PROTECTED WITH AN APPROVED FILTER MEMBRANE MATERIAL. THE PIPE OF THE TILE SHALL BE PLACED ON NOT LESS THAN TWO (2) INCHES OF GRAVEL OR CRUSHED STONE COMPLYING WITH LOCAL BUILDING ORDINANCES AND SHALL BE COVERED WITH NOT LESS THAN SIX (6) INCHES OF THE SAME MATERIAL. ROUGH CARPENTRY ALL DIMENSIONAL/SAWN LUMBER TO BE DOUGLAS-FIR / LARCH, WMPA 1991 WESTERN GRADING RULES. LUMBER SHALL BE OF THE FOLLOWING GRADES: STUDS - 2x4 - STANDARD OR BETTER JOIST - 2x6 & WIDE - #2 OR BETTER 6 TO 8 - #2 OR BETTER 10, 12 & 14 - #1 OR BETTER BEAMS AND STRINGERS - #1 POSTS AND TIMBERS - #1 SHEATHING SHALL BE APA RATED SHEATHING AND SHALL BEAR THE APA TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION. SUBFLOORING SHALL BE APA RATED STURD-I-FLOOR, EXPOSURE 1, 48/24, 3/4" THICK WITH T&G SIDES. ROOF SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20 5/8" THICK. WALL SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20, 1/2" THICK. ALL WOODS BEARING ON CONCRETE OR MASONRY, IF LESS THAN 4'-0" ABOVE GRADE, SHALL BE PRESSURE TREATED. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, DUCTS, ETC. UNDERLAYMENT SHALL BE 1/2" THICK PARTICLE BOARD UNDERLAYMENT. HARDWARE AND FASTENINGS UNLESS OTHERWISE NOTED, ANCHOR BOLTS SHALL BE 1/2" DIAMETER x 10" LONG WITH HEAD END HOOKED 2". BOLT HEADS OR NUTS IN CONTACT WITH WOOD SHALL HAVE WASHERS. NUMBER AND SPACING OF NAILS AND METHOD OF NAILING OF FRAMING SHALL MEET THE REQUIREMENTS OF IRC TABLE 602.3. METAL FRAMING ANCHORS, HANGERS, STRAP ANCHORS, THE STRAPS, END JOIST ANCHORS AND OTHER MISCELLANEOUS ACCESSORIES SHALL BE OF GALVANIZED STEEL, MANUFACTURED BY SIMPSON COMPANY OR EQUAL. SPICES, SCREWS, LAG BOLTS, AND OTHER MISCELLANEOUS FASTENINGS AND ROUGH HARDWARE SHALL BE SUPPLIED AS REQUIRED TO ASSEMBLE AND SECURE ROUGH CARPENTRY ITEMS.	FLOOR AND WALL FRAMING WALL STUDS SHALL BE 2x4 OR 2x6 AT 16-INCH CENTER WITH THE LARGE DIMENSION PERPENDICULAR TO THE WALL, UNLESS OTHERWISE SHOWN OR NOTED. DOUBLE STUDS AT OPENING BUCKS AND TRIPLE STUDS AT CORNERS AND INTERSECTIONS AND AT BUCKS OF OPENINGS WIDER THAN 6 FEET. PROVIDE DOUBLE TOP PLATE. OVERLAP TOP PLATE AT CORNERS AND INTERSECTIONS WITH BEARING PARTITIONS. INTERIOR WALLS SHALL HAVE THE TOP PLATE OVERLAP ONTO EXTERIOR WALLS. LAP ENDS 48 INCHES. BRACE STUDS WHICH EXCEED 10 FEET IN HEIGHT WITH BLOCKING CUT FROM STUD MATERIAL. LOCATE BLOCKING AT MID HEIGHT OF STUD. STUD WALLS OVER 10 FEET IN HEIGHT REQUIRE FIRE BLOCKING. IF WALL SHEATHING IS TO BE USED TO FILL DIAGONAL BRACING REQUIREMENTS, IT SHALL BE NAILED AT 4" SPACING AT EDGES AND 6" SPACING IN FIELD. AIR INFILTRATION BARRIER SHALL BE "TYVEK HOUSEWRAP" OR APPROVED EQUAL AND SHALL BE INSTALLED UNDER ALL SIDING. FLOOR JOISTS SHALL BE WOOD "T" JOISTS SHALL BE APPROVED AND STAMPED BY THE APA FOR SPANS AND APPLICATIONS INDICATED ON DRAWINGS. PROVIDE DOUBLE FLOOR JOIST UNDER ALL PARTITION WALLS WHICH RUN PARALLEL WITH THE DIRECTION OF THE FLOOR JOIST TYPICAL. ALL SUBFLOORING SHALL BE GLUED AND NAILED TO FLOOR JOISTS. SILL SEALER SHALL BE PROVIDED AT ALL SILL PLATES AND SHALL BE 1/2 THICK FOAM PLATES OR OTHER MATERIAL APPROVED FOR SAME PURPOSE. ENGINEERED WOOD TRUSSES WOOD ROOF TRUSSES SHALL BE DESIGNED BY AN APPROVED FABRICATOR OF ENGINEERED WOOD ROOF TRUSSES AND SHALL BE ACCOMPANIED BY SHOP DRAWINGS FROM S&D FABRICATOR STAMPED AND SIGNED BY AN ENGINEER LICENSED TO PRACTICE WITHIN THE SAME REGION OF THE PROJECT. WOOD ROOF TRUSSES SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES AND REQUIREMENTS AND SHALL BE DESIGNED TO WITHSTAND THE DESIGN LOADS INDICATED ABOVE AS WELL AS STANDARD LOAD REQUIREMENTS FOR THE REGION IN WHICH THE PROJECT IS BEING BUILT. INSTALL ROOF TRUSSES AT 24" CENTERS MAXIMUM AND INSTALL, SECURE AND BRACE AS PER MANUFACTURERS RECOMMENDATIONS AS WELL AS ANY APPLICABLE BUILDING CODES AND REGULATIONS. INSULATION AND THERMAL REQUIREMENTS EXTERIOR WALLS SHALL HAVE AN R-VALUE OF NOT LESS THAN R-21. ATTIC INSULATION SHALL BE NOT LESS THAN R-49. BELOW GRADE WALLS AND BASEMENT WALLS USED FOR LIVING SPACE SHALL HAVE A MINIMUM R-VALUE OF R-21. FLOORS OVER UNHEATED SPACES SHALL HAVE A MIN. "R" VALUE OF R-38. ALL PENETRATIONS (INCLUDING WIRING PENETRATIONS AT TOP AND BOTTOM PLATES, EXTERIOR JOINTS AT FLOORS, IN EXTERIOR WALLS, ROOF OR CEILING WALL) WILL BE SEALED, CAULKED, GASKETED OR WEATHERSTRIPPED TO REDUCE AIR LEAKAGE. CONTRACTOR SHALL STUDY THE SHIM SPACE OR OTHER SIMILAR VOIDS IN EXTERIOR WALLS AROUND DOORS, WINDOWS, ETC. WITH INSULATION.	A VAPOR BARRIER RATED AT ONE PERM, DRY CLIP, IS REQUIRED ON THE HEATED SIDE OF INSULATION. A 6 MIL POLYETHYLENE VAPOR BARRIER PER IRC 301.2(4) WILL BE INSTALLED IN ALL CRAWL SPACES. COMPOSITION SHINGLE ROOFING PROVIDE MINERAL-SURFACED, SELF-SEALING, GLASS-FIBER BASED ARCHITECTURAL GRADE ASPHALT SHINGLES. SHINGLES SHALL BE CLASS "A", U.L. RATED AND BEAR A U.L. WIND RESISTANT LABEL. SHINGLES SHALL HAVE A MANUFACTURERS 40-YEAR WARRANTY. UNDERLAYMENT SHALL BE RUBBERIZED ASPHALT MEMBRANE, SELF ADHERING, MINIMUM 40 MILS THICK; MINIMUM TENSILE STRENGTH 250 PSI. CEMENT LAYERS OF SELF ADHERING UNDERLAYMENT FROM THE EAVES TO A POINT AT LEAST 24" BEYOND THE INTERIOR WALL LINE OF THE BUILDING. THE CEMENTED UNDERLAYMENT SERVES AS EAVES FLASHING (ICE DAMS). PROVIDE METAL VALLEY AND WALL FLASHING AS PER MANUFACTURERS STANDARD INSTALLATION GUIDELINES. PROVIDE CONTINUOUS METAL GUTTERS AT ALL DRIP EDGES OF ROOFS. LIFE SAFETY SD INDICATES THE LOCATION OF SMOKE DETECTORS AND CARBON MONOXIDE COMBINATION APPLIANCE. PROVIDE ELECTRICAL SERVICE WITH BATTERY BACKUP, DETECTOR TO BE ON AN INTERCONNECTED SYSTEMS DOORS AND WINDOWS ALL BEDROOMS OR SLEEPING ROOMS MUST HAVE AN EMERGENCY EGRESS WINDOW WITH A MIN. NET OPERABLE AREA OF AT LEAST 5.7 SQ-FT (820 SQ-INCHES). THE MINIMUM WIDTH FOR AN EGRESS OPENING SHALL BE 20 INCHES AND THE MINIMUM HEIGHT FOR AN EGRESS OPENING SHALL BE 24 INCHES. THE FINISHED SILL HEIGHT SHALL BE 44" MAXIMUM ABOVE THE FINISHED FLOOR. THESE MINIMUM REQUIREMENTS SHALL HAVE PRECEDENCE OVER ANY WINDOWS INDICATED ON THE DRAWINGS WHICH DO NOT MEET THESE REQUIREMENTS. CONTRACTOR SHALL VERIFY EGRESS REQUIREMENTS WITH FINAL WINDOW SELECTION. WINDOWS SHALL BE SELECTED FROM MANUFACTURERS STANDARD SIZES TO MATCH WINDOWS SIZES AND OPERABLE CONFIGURATIONS AS INDICATED ON DRAWINGS. WINDOWS SHALL BE SELECTED IN COORDINATION WITH THE OWNER AND SHALL BE QUALITY UNITS WHICH MEET OR EXCEED LOCAL ORDINANCES AND UTILITY COMPANY REGULATIONS CONCERNING MINIMUM THERMAL PERFORMANCE REQUIREMENTS FOR WINDOW RESIDENTIAL SYSTEMS IN THIS REGION. WINDOWS WILL BE TESTED AND LABELED FOR THERMAL PERFORMANCE AND AIR INFILTRATION BY THE MANUFACTURER TO COMPLY WITH ASTM C236, C976 OR AAMA 1503.1-1980. A MINIMUM U-VALUE OF 0.28 IS TO BE MET. SAFETY GLASS IS REQUIRED IN ALL AREAS WHERE GLASS IS WITHIN 18" OF THE FLOOR, OR IS IN EITHER THE DOOR OR DOOR SIGHTLINES. ANY REQUIRED SAFETY GLASS SHALL BE TEMPERED. ALL DOORS SHALL BE 6'-8" MINIMUM IN HEIGHT AND ALL EXIT DOORS SHALL BE A MINIMUM OF 3'-0" WIDE. REFER TO DRAWINGS FOR INDIVIDUAL DOOR SIZES. DOORS AND FRAMES WILL COMPLY WITH ASTM STANDARD 288-73 FOR AIR LEAKAGE AND A MAXIMUM U-VALUE OF 0.20.	GYPSUM DRYWALL GYPSUM WALL BOARD SHALL BE 5/8" THICK WITH TAPERED EDGES TYPICAL GARAGE WALLS AND CEILING SHALL BE 5/8" THICK TYPE X. PROVIDE ALL CORNER BEADS, EDGE TRIM AND CONTROL JOINTS NECESSARY TO COMPLETE INSTALLATION OF GYPSUM WALL BOARD. FASTEN AS PER MANUFACTURERS SUGGESTED RECOMMENDATIONS FOR VARIOUS WALL / CEILING APPLICATIONS. INSTALL WATER RESISTIVE GYPSUM WALL BOARD IN ALL BATHROOMS. INSTALL TYPE "X" FIRE RESISTIVE GYPSUM WALL BOARD IN ANY ENCLOSED SPACES UNDER STAIRS TYPICAL. ALL PANEL JOINTS MUST BE TAPED AND FINISHED IN THESE AREAS EVEN IF WALLS ARE NOT TO RECEIVE PAINT. MECHANICAL / PLUMBING ANY MECHANICAL / PLUMBING ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE MECHANICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL MECHANICAL / PLUMBING WORKMANSHIP AND INSTALLATION SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF MECHANICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS. ALL GAS INSTALLATIONS MUST BE PERFORMED BY A GAS INSTALLER LICENSED TO OPERATE IN THE REGION OF THIS PROJECT. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES LOCAL MUNICIPALITY AND ALL UTILITY COMPANIES. STRUCTURAL ITEMS SHALL NOT BE CUT OR NOTCHED FOR INSTALLATION OF MECHANICAL / PLUMBING ITEMS UNLESS PERMITTED BY CODE OR BY MANUFACTURERS INSTRUCTIONS. ELECTRICAL ANY ELECTRICAL ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE ELECTRICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL ELECTRICAL WORKMANSHIP AND INSTALLATION SHALL BE PERFORMED IN A FIRST CLASS MANNER AND SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ELECTRICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS. WHERE INDICATED ITEMS ON THE DRAWINGS ARE IN EXCESS OF THAT REQUIRED BY THE BUILDING CODE AND LOCAL ORDINANCES, THE CONTRACTOR SHALL PROVIDE ITEMS AS PER THE DRAWINGS. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES LOCAL MUNICIPALITY AND ALL UTILITY COMPANIES.
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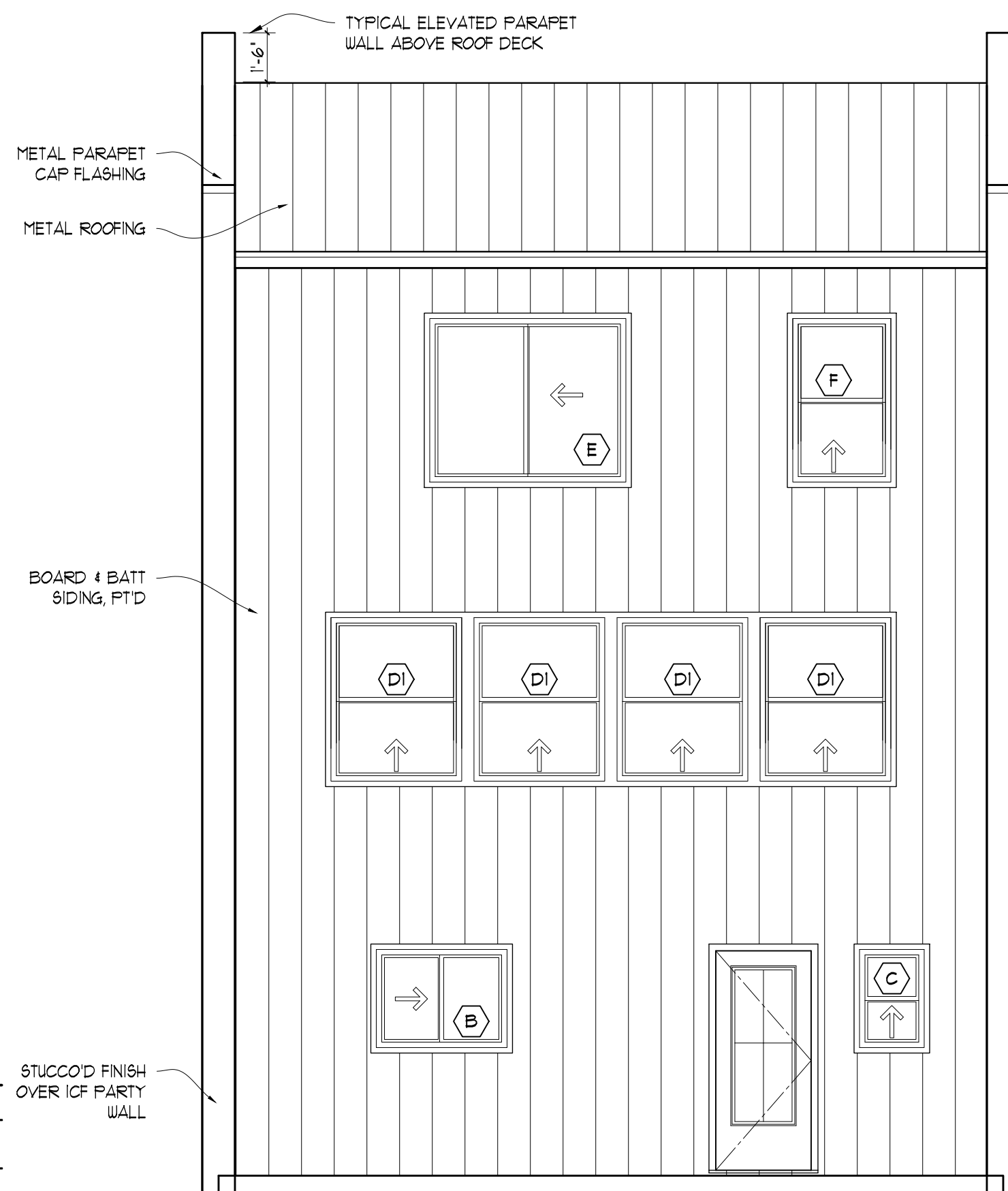
Window Schedule

SCALE: 1/4" = 1'-0"



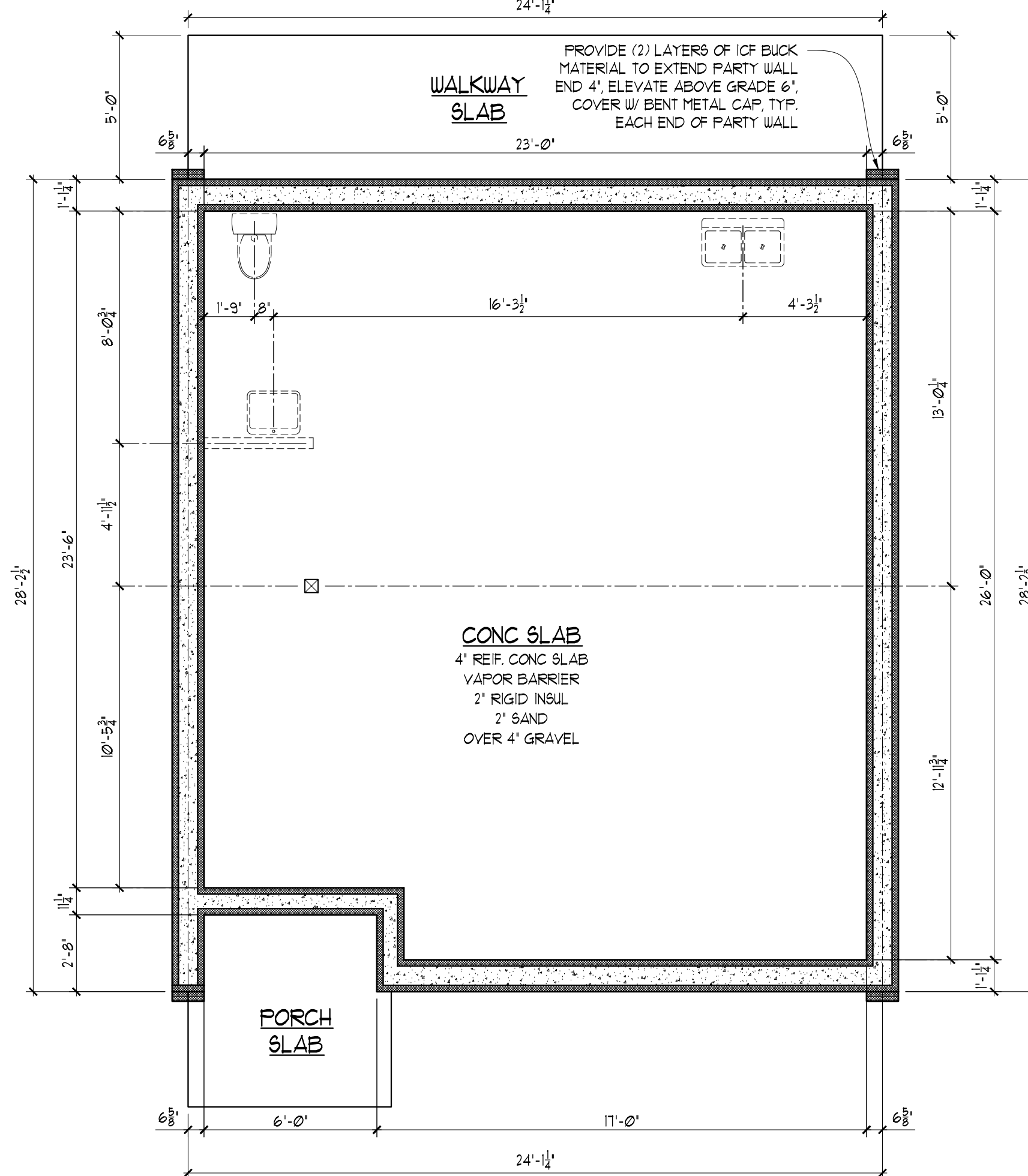
TH-C Foundation Plan

SCALE: 1/4" = 1'-0"



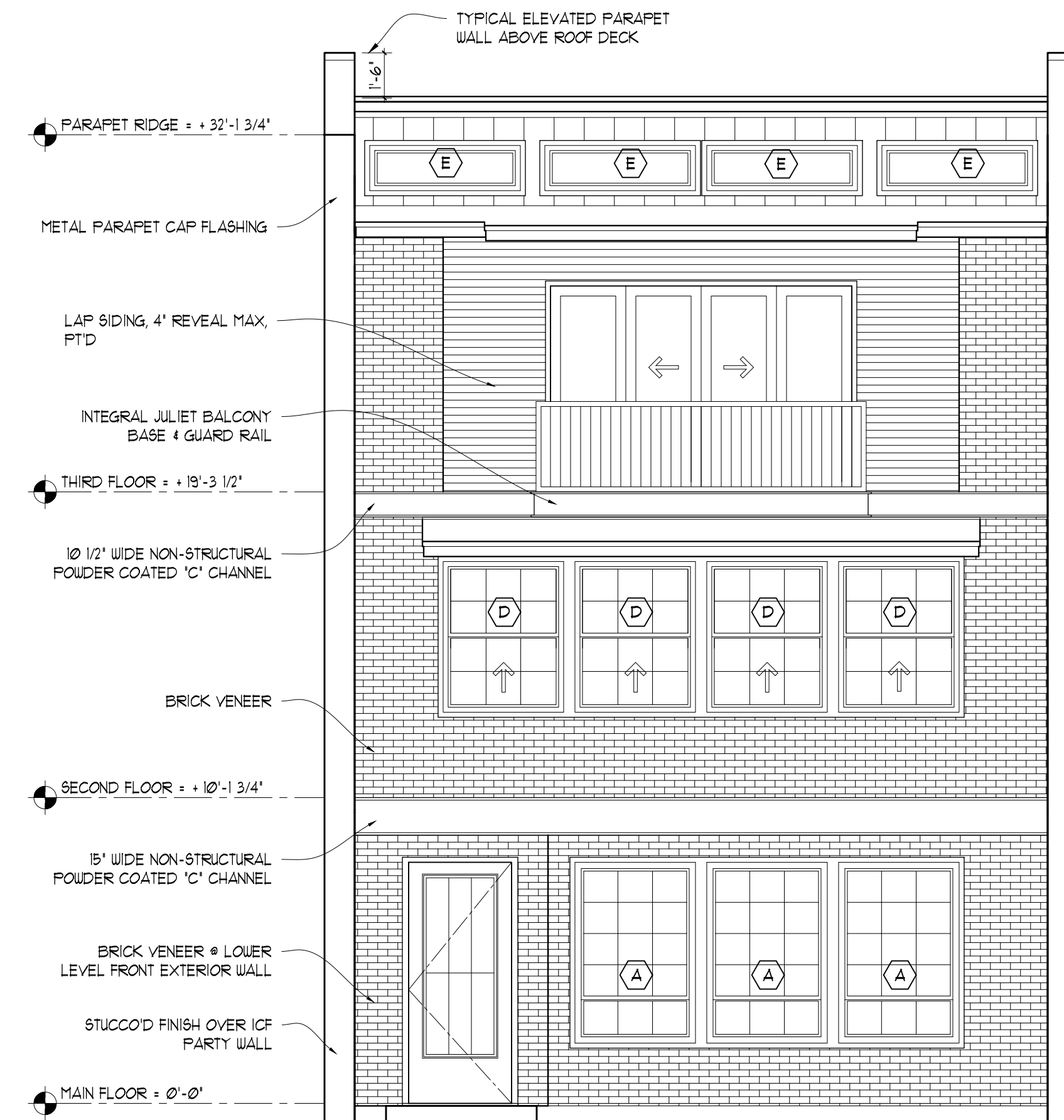
Rear Elevation

SCALE: 1/4" = 1'-0"



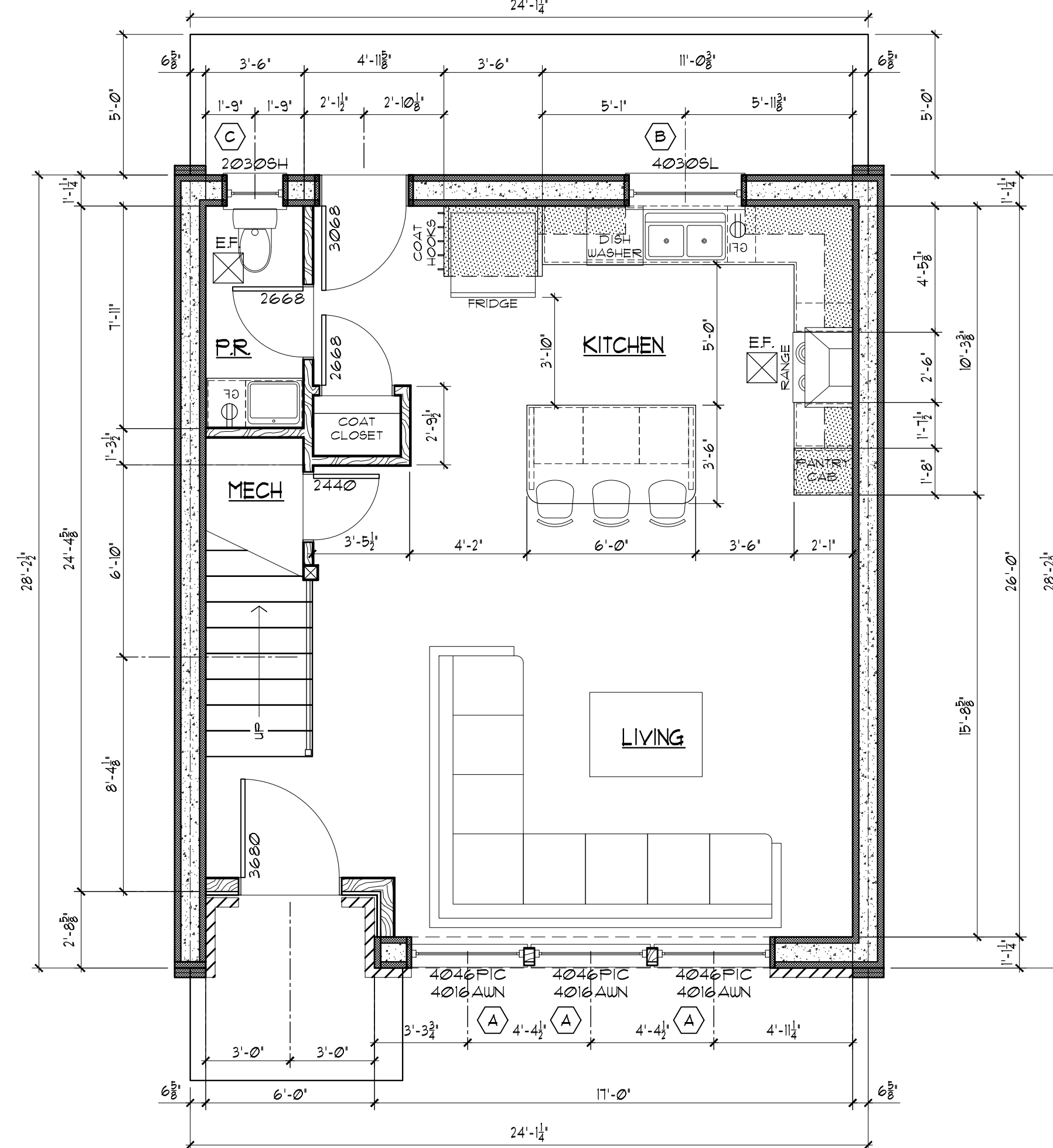
TH-C Conc Slab Plan

SCALE: 1/4" = 1'-0"



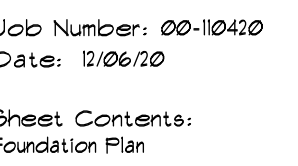
Front Elevation

SCALE: 1/4" = 1'-0"

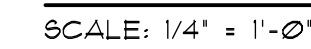
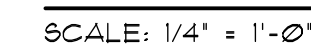
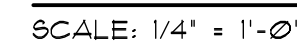
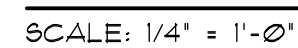
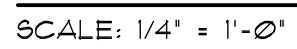


TH-C Ground Level Plan

SCALE: 1/4" = 1'-0"



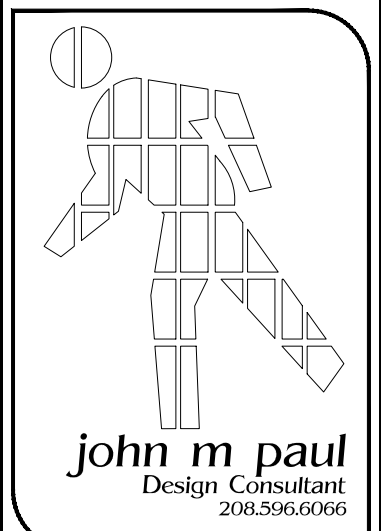
SCALE: 1/4" = 1'-0"



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6th Street
Moscow, Idaho

University Gateway on Sixth
for JS Holding & Rusty Olps



Job Number: 00-10420
Date: 06-25-20
Sheet Contents:

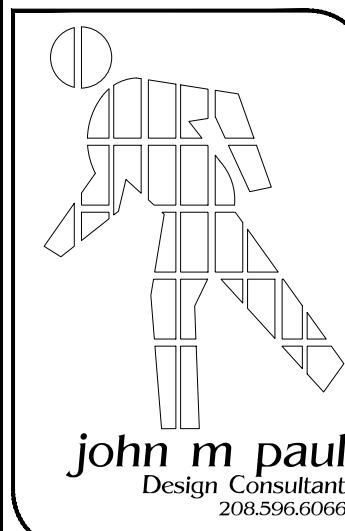


4 Story Building - Southeast Elevation
SCALE: 1/4" = 1'-0"

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6th Street
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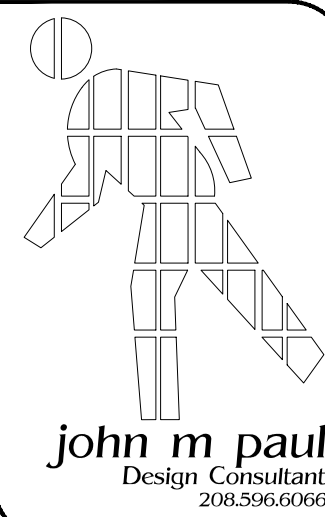
4 Story Building - Northwest Elevation

SCALE: 1/4" = 1'-0"

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Job Number: 00-10420
Date: 06-25-20
Sheet Contents:



4 Story Building - Southwest Elevation

SCALE: 1/4" = 1'-0"



4 Story Building - 2nd Level Plan (3rd & 4th Floor Similar)

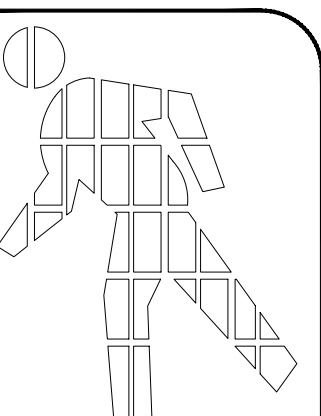
SCALE: 1/4" = 1'-0"

Dated 06-17-20

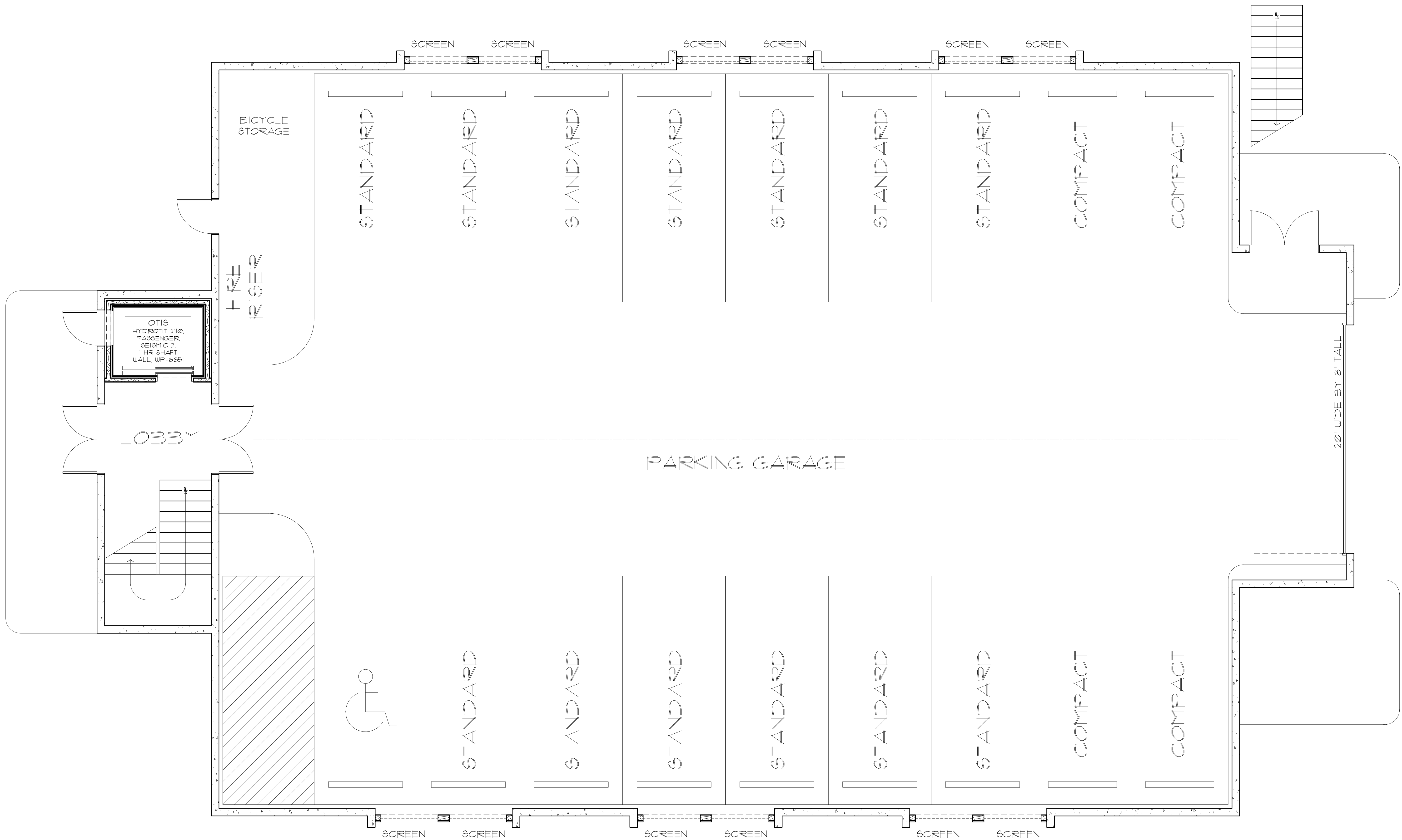
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6th Street
Moscow, Idaho

University Gateway on Sixth
for JSHolding & Rusty Olps


john m paul
Design Consultant
208.556.0266

Job Number: 00-10420
Date: 06-15-20
Sheet Contents:



4 Story Building - Garage Level Plan

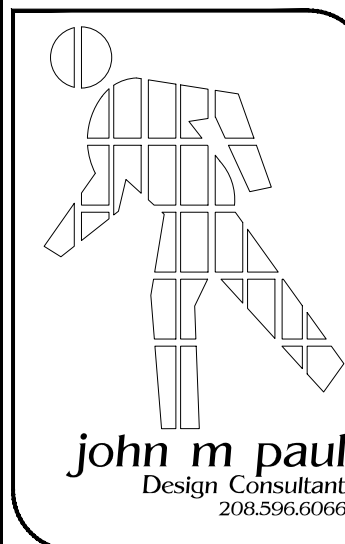
SCALE: 1/4" = 1'-0"

Dated 06-17-20

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6th Street
Moscow, Idaho

University Gateway on Sixth
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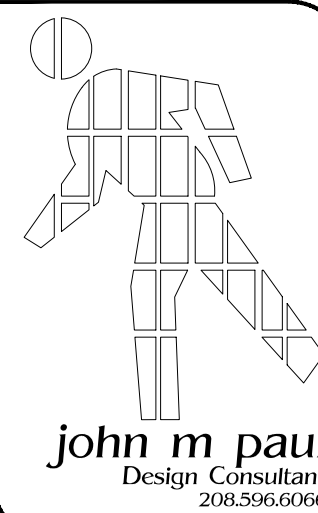


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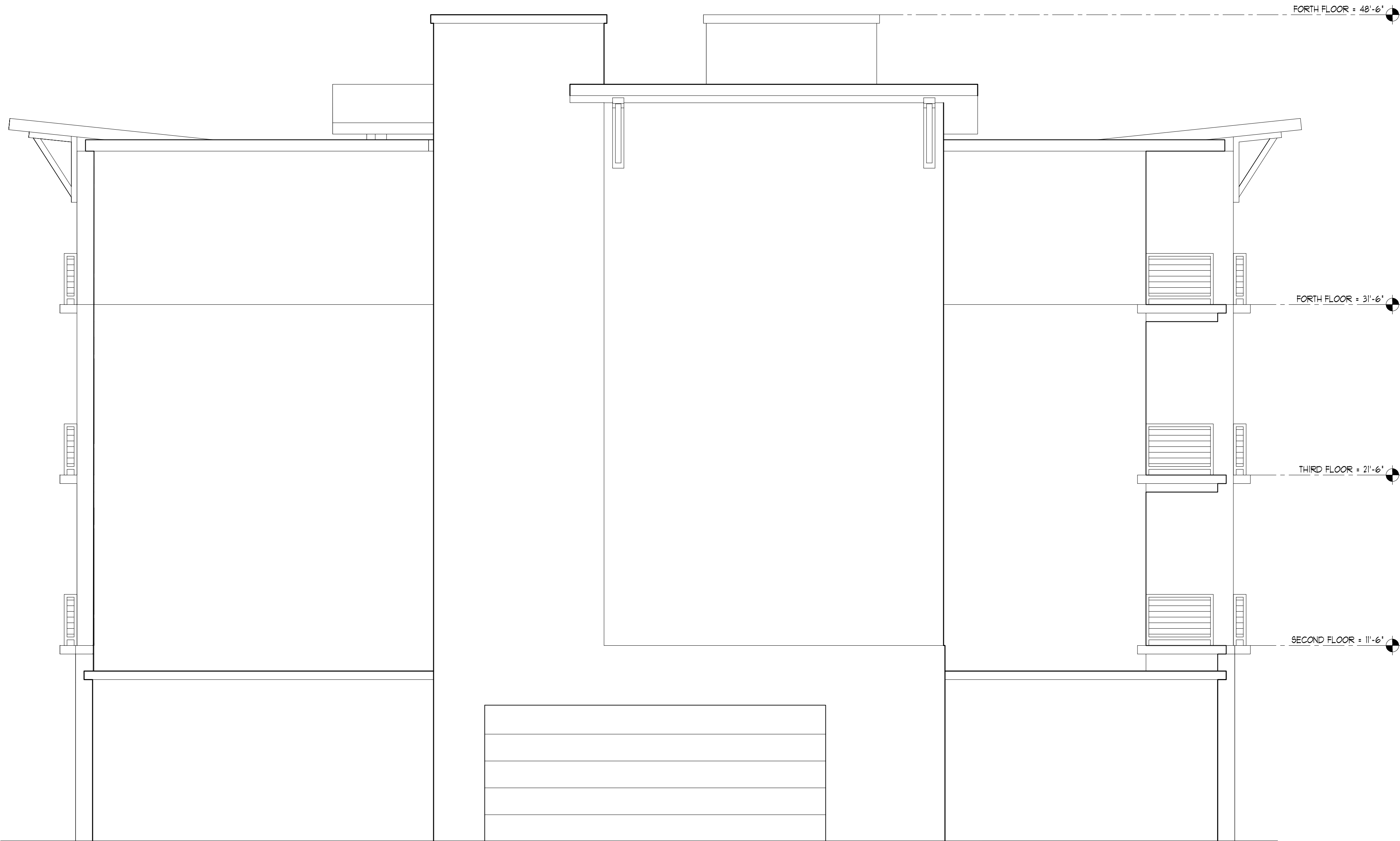
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6th Street
Moscow, Idaho

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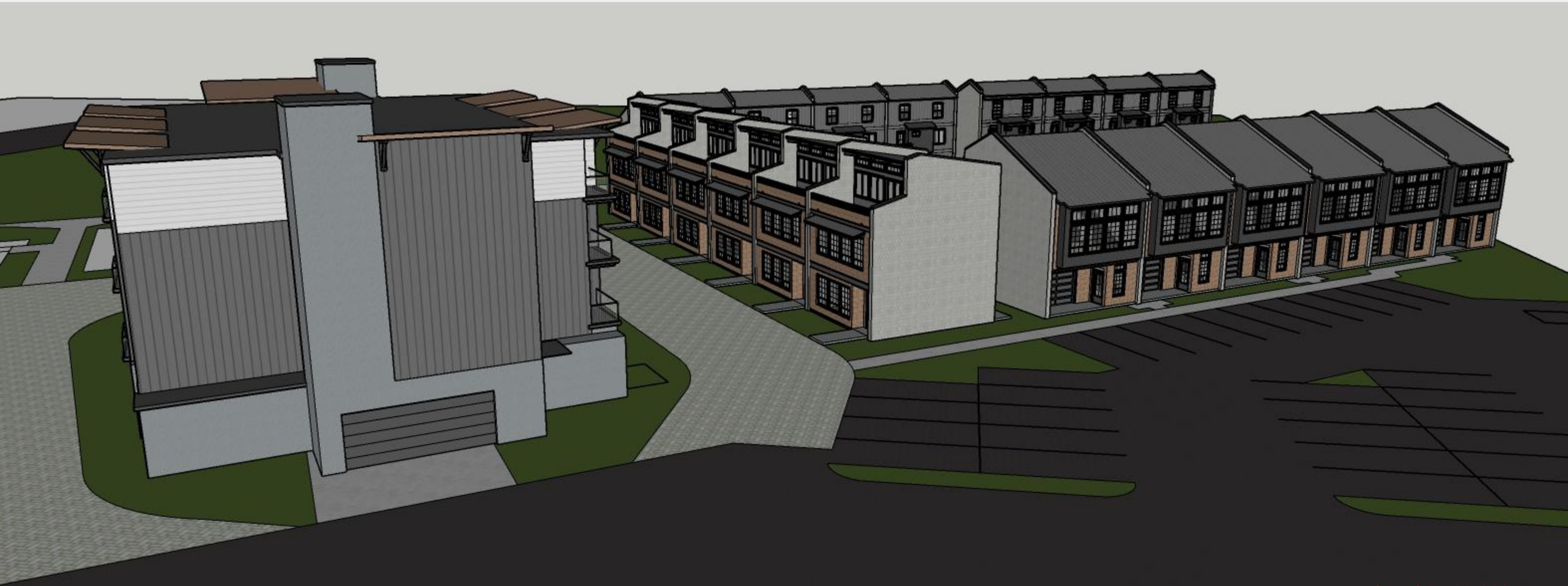
4 Story Building - Northeast Elevation

SCALE: 1/4" = 1'-0"



















Phasing Plan for University Gateway on Sixth PUD

Phase One (yellow)

Phase one will be the construction of the fire lane starting at Lily Street and crossing the center of the PUD then running north and south along Ghormley Park. The fire lane and Public Access Easement will connect with Sixth Street, giving the necessary connectivity for the fire department vehicles and pedestrian walkway.

Phase Two (pink)

Phase two will be the construction of townhouses 1 through 8.

Phase Three (blue)

Phase three will be the construction of townhouses 9 through 14.

Phase Four (green)

Phase four will begin with the construction of townhouses 21 through 27. Once the townhouses are started, the balance of the fire lane will be completed.

Phase Five (orange)

Phase five will start with the lot 28. A 55 and older, 4 story tower will be built on the site. Townhouses 18 through 20 will be the last phase since it will have the least impact on the University Gateway on Sixth Development.

Contingency plans regarding the site development

Depending on the housing market and a change in economic conditions, Phase Four (green) might be moved in front of Phase Three (blue). Next to be built would be the 55 and older, 4 story tower (Phase Five, lot 28). It would be constructed next in order to cause minimum impact on the townhouse owners. Phase Two (blue) would be constructed next with Phase Five (orange) townhouses 15 through 20 completing the project.

The contingency plan would look like this in order of construction:

1. Phase One (yellow, fire lane and public access easement along Ghormley Park)
2. Phase Two (pink, parcels 1-8)
3. Phase Four (green, interior fire lane, parcels 21-27)
4. Phase Five (orange, parcel 28)
5. Phase Three (blue, parcels 9-14)
6. Phase Five (orange, parcels 15-20)

Addendum to the Phasing Plan for University Gateway on Sixth PUD

This is an addendum to the **Phase One** (yellow) plan. Along with the previously submitted construction plans listed in **Phase One** (yellow), J&S Holding Company, LLC will, concurrently, add access to the south parking lot from the Sixth Street driveway (east of Patty's Kitchen). We will remove the planter that is blocking thruway access; add new curbs, repave and strip. This will create access into the property when traveling west on Sixth Street. We will also stripe the driveway apron for a right turn onto Sixth Street when leaving the parking lot. The goal is to create a right in and a right out for access and egress from and onto Sixth Street.

Another addition will be the installation of removal bollards at the Lily Street entrance to the property to allow for only pedestrian and bicycle traffic. They are removable so that the fire department vehicles will have access to the development. Removable bollards will also be added along the sidewalk fronting Sixth Street for the same reason mentioned above.

Finally, in order to present a more welcoming and park-like appearance, we will be planting and maintaining grass on parcels 21-27, 28, 29, 30 and 31. As each parcel is developed the appropriate grass area will be abandoned.

T 39 N, R 5 W, S 7

UNIVERSITY GATEWAY ON SIXTH

A Subdivision to the City of Moscow,
Located in the S 1/2 of the SE 1/4,
Section 7, T39N, R5W, Boise
Meridian, Latah County, Idaho



ORIGINAL SCALE: 1" = 40 FEET
CADD FILE: Gateway on 6th.dwg

LEGEND

- Property corners of Townhomes nothing set
- Set 5/8" X 30" long rebar w/ aluminum cap LS 6449
- Found 5/8" rebar with cap LS 6449
- Calculated Position - Nothing Found or Set
- Found Section or 1/4 Section Corner
- Subject Property Boundary Line
- Section Line
- Section Subdivision Line
- City Street Centerline
- City Street Right of Way Line
- Easement Line
- Fence Line
- Firelane
- Adjacent Property Lines

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found southeast corner and south quarter corner of Section 7, said bearing being S 87°45'17" W.

SURVEY REFERENCES

1. Warranty Deed Inst. No. 446652
2. Quit Claim Deed Inst. No. 550130
3. Quit Claim Deed Inst. No. 551486
4. Corporate Deed of Dedication Inst. No. 196277
5. Easement for Street Right of Way Inst. No. 352751
6. Quit Claim Deed Inst. No. 493001
7. Quit Claim Deed Inst. No. 495435
8. Liewallens 3rd Addition Bk 1 of Plats, Pg 22
9. Liewallens 4th Addition Plat No. 238184
10. Record of Survey Inst. No. 497960, LS 6449, July 2005
11. Record of Survey Inst. No. 503986, LS 6449, Apr. 2006
12. Record of Survey Inst. No. 509750, LS 6449, Nov. 2006
13. Record of Survey Inst. No. 542551, LS 6449, Jan. 2011
14. Parking Easement per Agreement U No. 890601
15. Utility Easement per Document No. 495478
16. Sixth Street Widening per Agreement LD No. 26514
17. Partial Release of Deed of Trust Inst. No. 560339
18. Warranty Deed Inst. No. 580340
19. Ingress & Egress Easement & Maintenance Agreement Inst. No. 580341
20. Permanent Utility Easement Inst. No. 583970

SURVEYOR NARRATIVE

1. The property corners of Townhome Nos. 1-27 are represented by the exterior corners and/or party wall common to townhouse units. No other corner monument was set.
2. The 10 foot wide pedestrian/bicycle pathway connects Sixth Street to the northwest corner of the project per City requirements.
3. The 3 ft Ingress, Egress & Utility easement along the east side of 'Townhomes A' extends from the east property line to the east wall of the townhomes and vertically to the bottom of the second story of each townhome approximately 9 ft.

TOWNHOMES	WIDTH	LENGTH	SQ. FT.
A 1,4,5,8	28.9'	28.7'	827
A 2,3,6,7	28.3'	28.7'	813
B 9,14	24.7'	28.9'	714
B 10,11,12,13	24.1'	28.9'	696
C 15,20	24.7'	28.9'	714
C 16,17,18,19	24.1'	28.9'	696
D 21-27	22.1'	28.7'	637

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 36°38'03" E	14.07'
L2	N 53°21'57" E	10.50'
L3	S 53°21'57" W	10.50'
L4	N 36°38'03" W	38.68'
L5	N 89°37'02" W	19.17'
L6	N 36°38'03" W	8.60'
L7	N 36°38'03" W	32.23'
L8	N 57°22'40" W	41.16'
L9	S 36°38'04" E	124.71'
L10	N 19°10'12" W	51.34'
L11	S 66°38'04" E	130.55'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	26.52'	41.11'	36°57'55"	S 71°54'01" W	26.07'
C2	26.41'	41.00'	36°53'46"	N 18°10'38" W	25.95'
C3	19.91'	55.00'	20°44'36"	S 47°00'22" E	19.80'



PRELIMINARY
NOT FOR RECORDING

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-3339 rimrock@rimrockconsulting.net

SHEET
2 OF 2

Recieved 04-09-2021

Covenants, Conditions and Restrictions for the University Gateway on Sixth Development

The following Covenants, Conditions, and Restrictions (CC&Rs) are created for the “common interest” of the University Gateway on Sixth Development to insure that the residential area will remain a desirable community to live in and that the properties contained therein will retain their value. These CC&Rs are a safeguard to protect the appearance, maintenance, quality of life, shared amenities and the character of the neighborhood. It is our feeling that in return for some minor sacrifices, homeowners will be able to better enjoy their own properties.

Use and Personal Conduct Restrictions

Home Business

To minimize the impact on the residents of the development (i.e. traffic, noise, pollution, etc.), home businesses are prohibited within the townhouses 1 thru 27. A private home office is allowed due to the increase of those people telecommuting for employment. The home office is to be used only by the occupants of the townhouse.

Commercial or licensed day care is prohibited from being conducted within the townhouses.

Noise Covenants

In order to insure a tranquil environment, excessive noise and loud music is prohibited particularly during the hours of 10:00 p.m. and 7:00 a.m. The level of noise or music should be contained within the walls of the townhouse. Speakers are not allowed outside the townhome. If music is played through open windows, neighbors may contact the police to immediately address the problem, then file a complaint with the homeowners’ association for covenant violation.

Pet Covenants

The number of domestic pets (dogs or cats) shall be limited to two (2) animals per townhouse. An exception may be granted by the homeowners’ association, for other animals to be allowed in the townhouse. Caged animals such as mice, guinea pigs, rats, turtles, lizards, snakes or fish are allowed. The aforementioned mammals, reptiles or fish shall not be raised or sold for commercial endeavor and only for the personal, private enjoyment.

Pet waste removal shall be done within an appropriate time frame so as not to cause an odor or smell that will emanate from the animal’s residence. Pet waste shall be placed in the trash bins supplied by the homeowners’ association. Barking is subject

to the Noise Covenants listed above. The homeowners' association does have the right to compel removal of pets in violation of covenants. However, this can be done only after proper notice and hearing, followed by a judgment in a court of law to enforce the covenant. Members of the homeowners' association do not have the authority to enter the property of another to remove pets.

Personal Conduct

Drunk or disorderly conduct, disturbing the peace, the imbibing or consumption of alcohol or illegal substances is prohibited in the areas of communal use in the University Gateway on Sixth Development. These activities are subject to the laws, regulations and ordinances of the City of Moscow, Latah County and State of Idaho.

Vehicle and Parking

Each townhouse is assigned two (2) permanent parking stalls which are numbered for their use only. Anyone found parking in one of these stalls is subject to towing and storage charges to be paid by the violator.

Motorhomes, recreational vehicles, campers, commercial vehicles, all off road vehicles, trailers of any kind and boats are prohibited from parking in the assigned parking stalls or any public parking that is provided by the University Gateway on Sixth Development.

The storing of "junk," non running or disabled vehicles are prohibited in the assigned parking stalls or the public parking that is provided by University Gateway on Sixth Development. Vehicle repair is not permitted in either the assigned or public parking stalls.

The on-sight management company supplied by J&S Holding Company, LLC, will monitor all assigned and public parking stalls to insure compliance of the CC&Rs. All violators will be subject to having their vehicle towed. All towing and storage charges will be the responsibility of the owner of the vehicle.

Townhouse residents are allowed to use the University Gateway on Sixth fire lanes to drop off appliances or furniture to their residence. A permit must be attained from University Gateway on Sixth management.

All internal combustion (gas) or battery powered motorcycles, mopeds or scooters are prohibited from using the University Gateway on Sixth fire lanes, Public Access Easement or pedestrian walkways. All the aforementioned are prohibited from being parked in the front yard, back yard or inside the townhouses. They will be towed and stored at the owners expense whether a resident or guest.

Bicycles or tricycles are to be parked in either the bike racks provided for the townhouse residents or stored within the confines of their townhouse. Battery powered bicycles may be stored inside the townhouse.

Appearance and Maintenance Covenants

Flagpoles, banners, stickers, posters and signs are prohibited on the exterior of the townhouse, in the windows, on patio railing, Juliet balcony or on the roof.

Clotheslines or the hanging of laundry on railings, Juliet balconies or out of the windows is prohibited.

Nothing is allowed on the roof. Satellite dishes, TV and/or radio antennas are prohibited. There is to be nothing to be placed or affixed above the eaves of the townhouse. Nothing shall be placed on the roof to restrict or interrupt the view of the University Gateway on Sixth Development, the skyline of the University of Idaho or City of Moscow.

All exterior and security lighting is to be done with white, natural light colored light bulbs, LED bulbs or LED fixtures. No colored bulbs or lights are allowed. Holiday lights are permitted on the townhouse two weeks before a recognized holy or national holiday. Holiday lights should be white or clear in order to present a uniform and cohesive look and feel to the University Gateway on Sixth Development. They must be taken down within one week of the conclusion of said holiday. Holiday lights may be turned on at the start of dusk and must be turned off by 10 p.m.

Inflatables, yard decorations and projections on the townhouse are prohibited.

Garbage generated by each townhouse shall be placed in the trash bins provided by the homeowners' association next to the parking lot. No personal trashcans, trash sacks or boxes are permitted in the front or behind each townhouse. Recycling bins are provided next to the communal trash bins.

The use of patio furniture is restricted to those townhouses with an outside patio or balcony. Exterior home décor such as personalized address signs, hanging pots, umbrellas, umbrella stands, benches, bistro sets, chairs and swings are prohibited unless approved by the homeowners' association.

The fire lanes, Public Access Easement and pedestrian walkways shall remain clear of patio furniture, bar-b-ques, tables, chairs, wagons, toys, potted plants and all other personal items.

Personal mailboxes are prohibited. Mailboxes are provided by the homeowners' association.

Home security systems are to be silent without alarms, sirens or bells sounding. The security system shall not have flashing lights.

The maintenance of lawns, flowerbeds, common areas and snow removal is the responsibility of the homeowners' association. The homeowners' association is also responsible for electricity, water, legal fees, common area lighting expense, infrastructure upgrades and parking lot maintenance.

Design and Construction Restrictions

Exterior

The exterior color and materials of the each townhouse has been chosen to add harmony and uniformity to the University Gateway on Sixth Development. The exterior colors and materials can only be changed by unanimous approval of the homeowners' association members. A change in style, design or color of the front and rear doors must be approved by a simple majority of the homeowners' association members.

Changes in roof materials can only be made by unanimous approval of the homeowners' association members.

Changes in window styles and materials, the addition of shutters, window shades and awnings must be approved by a simple majority of the homeowners' association members.

Townhouse additions are prohibited.

Fences are prohibited within the University Gateway on Sixth Development.

Exterior storage buildings or storage boxes are prohibited.

Interior

All front window coverings facing the fire lane, Public Access Easement and pedestrian walkway shall be of the same material and present a uniform look within each townhouse. There is no standard for the rear window shades, shutters or curtains. The use of paper, cardboard, aluminum foil, posters and shower curtains as window coverings are prohibited.

Building plans to modify, change or remodel the interior of the townhouse must be submitted to the homeowners' association for approval before being submitted to the of Moscow building department. A time-to-finish limit on the length of time for the construction project must be supplied and agreed to by the homeowners' association.

Rental Restrictions

Subletting a room is discouraged, but may occur as long as the occupancy of the townhouse does not exceed more than one (1) person per bedroom. All the CC&Rs of the University Gateway on Sixth Development apply to the renter. The owner of the townhouse will be held liable for all the actions of the renter.

CC&R Creation and Enforcement

Covenants Running With the Land

The covenants for the University Gateway on Sixth "run with the land." This means that the subject property itself and not the current owners are subject to the conditions or restrictions contained in them. The liability to perform a covenant, refrain from doing something, and/or take advantage of a covenant passes with the land itself to any subsequent owners.

In order for the covenants to run with the land, they are included in a deed when transferring the property, and the covenants become part and parcel of the "chain of titles." The covenants remain binding on each successive owner of the property, whether or not the new owner has been advised of them.

CC&R Enforcement

The enforcement of the CC&Rs for the University Gateway on Sixth Development will be by the homeowners' association with participation from J&S Holding Company, LLC. Each homeowner will have one (1) vote. There will be 27 members plus two members from J&S Holding Company, LLC. There will be a governing board made up of five (5) elected members and the two members from J&S Holding Company, LLC. Meetings will be held quarterly.

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday, September 8, 2020

7:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 7:00 p.m.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala

STAFF: Gary J. Riedner, Mia Bautista (video), Bill Belknap (video), Jen Pfiffner (video), David Schott (video), Nathan Suhr (video), Sarah Banks (video), Mike Ray, Tim Davis (video), Tyler Palmer (video), Amanda Argona, Alisa Anderson, Laurie M. Hopkins (video)

PLEDGE OF ALLEGIANCE

Council Member Bettge led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council August 17, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

B. Personnel Policy, Updated Hiring Policies - Jen Pfiffner

The City of Moscow Personnel Policy handbook is in the process of being updated. Policies were last updated and approved in 2014. Updates related to hiring practices, processes and all aspects of becoming an employee at the City of Moscow are presented for consideration. Policy updates include recommendations from ICRMP, legally required language, and are based on current practices that have evolved since the last policy update. All policies are reviewed by the Employee Advisory Committee, Risk Management Team, Department Heads, City Attorney, and City Supervisor.

A Telecommuting Policy and accompanying Standard Operating Procedure is also being proposed for consideration. This policy has been developed in light of COVID-19 work at home time experienced earlier this year. The policy outlines guidance for telecommuting arrangements that may be made for applicable and appropriate positions for regular work as well as during extenuating circumstances. This was reviewed by the Administrative Committee on August 24, 2020 and recommended for approval.

ACTION: Approve the proposed updates to Hiring and Telecommuting policies of the City of Moscow's Personnel Policies.

C. Resolution for Destruction of City Records - Laurie M. Hopkins / Gary J. Riedner

In 2008, the City Council adopted Resolution 2008-12 classifying City records as temporary, semi-permanent, and permanent, each with a retention schedule. Idaho Code allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City Staff from City departments have reviewed retention schedules and current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney. This was reviewed by the Administrative Committee on August 24, 2020 and recommended for approval.

ACTION: Approve the resolution for destruction of certain City records.

D. Paradise Creek Flood Hazard Mitigation Study Professional Services Agreement - Bill Belknap

As authorized by City Council, following a flooding event in 2017, the City applied for a Flood Hazard Mitigation Grant to study Paradise Creek from the Troy Highway to Darby Road to assess potential mitigation actions to reduce the risk of property damage within the study area. In January of 2020, the City received notice of award for the grant in the amount of \$295,200. The local match for the study totals \$98,400 including \$46,800 in cash match and \$51,600 in in-kind staff time for project administration. The City issued a request for statements of qualifications for a consultant to perform the study. Two responses were received and the review committee recommended the selection of Aspect Consulting for the project. Staff and Aspect have negotiated the professional services agreement scope and budget for the Council's review and approval. It is anticipated that the project will take approximately 14 months to complete. This was reviewed by the Public Works/Finance Committee on August 24, 2020 and recommended for approval.

ACTION: Approve the professional services agreement with Aspect Consulting LLC.

Bettge moved and Taruscio seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

4. Public Comment and Mayor's Response Period (limit 15 minutes)

Victoria Seever (Moscow) complimented the City on the Lillian Otness Park.

5. Citizen Commission Report - Farmers Market Commission – Amanda Argona / Jamie Hill

Argona introduced Jamie Hill, chair of the Farmers Market Commission. Hill provided statistics on customers and amount of orders during the Motor-In Moscow Farmers Market and also detailed the COVID-19 risk reduction strategies used during the market.

6. PUBLIC HEARING: Gateway on Sixth Addition Rezone, Preliminary Plat, and Planned Unit Development (ACTION ITEM) - Mike Ray

The applicant, J&S Holding Company, LLC, is proposing to subdivide a 2.49-acre area generally located to the north of the intersection of Sixth Street and Deakin Avenue. The proposed preliminary plat would create twenty-seven (27) townhouse parcels ranging from 634 to 638 square feet in size; one (1) Multi-Family Residential (R-4) parcel of 0.37 acres in size; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition. Also included in the proposal is a Planned Unit Development (PUD) on the northern 1.41 acres to construct twenty-seven (27) townhouse dwellings and a 4-story multi-family building containing eighteen (18) dwelling units with enclosed parking on the ground floor. The third component of the application is a request to rezone the subject property from the current combination of Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts to a combination of the Central Business (CB) and Multiple Family Residential (R-4) Zones.

The Planning and Zoning Commission conducted a public hearing for this matter on July 22, 2020 and recommended approval of the preliminary plat with three (3) conditions and recommended approval of the rezone and PUD with no conditions.

PROPOSED ACTIONS: Conduct the public hearing upon the proposed rezone, PUD, and preliminary plat and upon consideration of any testimony presented:

1. Approve the rezone; or approve the rezone with conditions; or reject the rezone; or take other action as deemed appropriate.
2. In accordance with the decision upon the rezone, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.
3. Approve the PUD for Gateway on Sixth Addition; or approve the PUD with conditions; or reject the PUD; or take other action as deemed appropriate.
4. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.
5. Approve the Gateway on Sixth Addition preliminary plat with the three (3) conditions recommended by staff; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other action as deemed appropriate.
6. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

Ray introduced the item as written above and went through specifics of the pertinent designations for the comprehensive plan and zoning. Floor plans, elevations and exterior finishes were detailed. Council clarified access to the property and concern for traffic volumes onto Third Street.

Mayor Lambert opened the public hearing at 7:55 p.m.

James Stephens (Hayden ID) applicant, has been working on this project since 2005. His vision for the project is to create a village that is pedestrian oriented community and private ownership. He didn't want the project as only an infill of students, but a multi-family development, meaning over 55 years

old community. There will be CC&R's in place and on-site management. Leasing of spaces in the two existing parking lots will discontinue and the lots will be used for this development. The apartment building includes 18 spaces in a ground floor enclosed garage.

Chuck McDonald (Moscow) owns the Lilly and Third Street used car lot and says traffic and parking is already an issue. He feels with the construction of this development as well as the credit union opening soon, traffic will be a bigger issue.

Rusty Olps (Moscow) is partner in this development. The existing parking lots are currently full. The proposed development has an additional 18 spaces within the apartment complex. A driveway from the southeast lot onto Asbury should increase circulation of traffic causing the amount of cars to stay the same or decrease.

Stewart Scott (Moscow) likes the concept of a village and the general design. His concern is how to guarantee the availability of the parking for this development and prevent it from being dedicated to the University in the future.

Jamie Hill (Moscow) is concerned about parking for those residents in the existing apartments and where customers of the three commercial lots will park once the lots are developed.

Seever said the intersection of Third and Lilly is a concern and while off-street parking is available it is already difficult to get a plow through the street. She likes the idea of senior living but where would an RV park.

Stephens responded there are two spaces per townhouse and RV's are prohibited. While the University owns the two existing parking lots, Stephens has a 55-year lease for the lots with a purchase to own option. Prior to him leasing the lots, the lots were dedicated to students at the U of I. He opened the lots to the renters as well as the public for leasing but the existing apartment complexes never had a right to the lots. The three commercial parcels are in the Central Business Zoning District (CD) and do not require off-street parking. However, with the extra proposed parking spaces, some parking will be provided. The CB requires commercial on the frontage of Sixth Street. Due to the economic climate, those parcels will be developed last to be sure the businesses are viable.

Mayor Lambert closed the public hearing at 8:20 p.m.

The Council was concerned about parking due to the displacement of existing renters parking spaces. Ray explained there is no obligation that the developer provide open public parking nor is there a responsibility to find parking for the existing renters. The development is less dense than allowed in the zoning district and provides more than the required parking spaces.

Taruscio liked the walk-ability and bike-ability of the development; proximity to downtown; mixed ages community; and fills the need for senior housing. Sullivan hopes there will be less vehicular traffic with the proximity of downtown and the university. Laflin agrees with Taruscio and how it fits into the vision of the city. Feels it is unfortunate he is getting pulled into the parking issue. Zabala appreciates the vision and sees parallels with Identity Moscow and the issues that arose how those issues flow to other neighborhoods. She feels it could exacerbate the issue of parking. Ray responded

Identity Moscow was given a 50% parking reduction for mitigation efforts with electric car share vehicles and bicycle parking. Bettge likes the zoning and infill of non-developed land; connection of Third and Sixth Street; pathways; disagrees the similarity to Identity as this development is providing more parking than necessary; aimed at a more permanent resident; agrees with Sullivan in that close proximity to downtown should reduce the number of vehicular trips. Sullivan also agrees it is not similar to Identity as the development is providing more parking as well as driveways.

Taruscio moved to approve the rezone. Bettge seconded. Riedner clarified staff recommends approval of the ordinance under suspension of the rules requiring three complete and separate readings and be read by title and published by summary. Taruscio and Bettge agreed to the correction. Roll Call Vote: Ayes: Five (5). Nays: One (Zabala). Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2020-09:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF APPROXIMATELY ONE POINT ZERO EIGHT (1.08) ACRES OF PROPERTY, DESCRIBED IN SECTION 1, PROPERTY #1 AS CENTRAL BUSINESS (CB); PROVIDING FOR THE ZONING OF APPROXIMATELY TWO POINT THREE SEVEN (2.37) ACRES OF PROPERTY, DESCRIBED IN SECTION 1, PROPERTY #2 AS MULTIPLE FAMILY RESIDENTIAL (R-4); PROVIDING FOR THE ZONING OF APPROXIMATELY ZERO POINT ZERO FIVE (0.05) ACRES OF PROPERTY, DESCRIBED IN SECTION 1, PROPERTY #3 AS MOTOR BUSINESS (MB); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Bettge moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Taruscio seconded. Roll Call Vote: Ayes: Five (5). Nays: One (Zabala). Abstentions: None. Motion carried.

Sullivan said it is hard to imagine a more thoughtful proposal and moved to approve the PUD for Gateway on Sixth Addition. Taruscio seconded the motion. Roll Call Vote: Ayes: Four (4). Nays: Two (Kelly). Abstentions: None. Motion carried.

Bettge moved and Taruscio seconded to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Roll Call Vote: Ayes: Four (4). Nays: Two (Kelly). Abstentions: None. Motion carried.

Bettge moved and Taruscio seconded to approve the Gateway on Sixth Addition preliminary plat with the three (3) conditions recommended by staff and adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Roll Call Vote: Ayes: Four (4). Nays: Two (Kelly). Abstentions: None. Motion carried.

7. PUBLIC HEARING: Community Development Block Grant Application (ACTION ITEM) - Alisa Anderson, Nate Suhr

The City's Capital Improvement Plan (CIP) encourages combining future projects that share common goals to allow for the greatest efficiency and to maximize funding opportunities. These

combined projects are excellent candidates for grant funding and if successful, grant funding can be leveraged to complement local funding and allow projects to be constructed ahead of schedule. After analyzing the Parks and Recreation Capital Improvement Plan, City staff identified four separate projects at both Mountain View and Indian Hills Parks that align well with the goals of the Idaho Community Development Block Grant (ICDBG) program to enhance ADA access to these public park facilities. This was reviewed by the Public Works/Finance Committee on August 24, 2020 and forwarded to the City Council for public hearing on September 8, 2020 and with a recommendation for approval.

PROPOSED ACTIONS: After conducting the public hearing and consideration of testimony, approve submittal of an Idaho Community Development Block Grant application for the Mountain View Park and Indian Hills Park ADA Access Projects to the Idaho Department of Commerce; or take such other action deemed appropriate.

Anderson introduced the item as written above and explained Moscow qualifies for this program as Moscow is 53.7% low to moderate income, criteria is at least 51%.

Suhr explained these projects are proposed for design this Fall and Winter with construction in Spring 2021. He described the projects in each park. Indian Hills will include installation of a restroom and ADA parking. Mountain View park a connector pathway and a restroom remodel. The maximum CDBG Parks Grant award is \$225,000 and staff proposes the additional funds from Parks Capital accumulation. Anderson added engineering and inspections will be done in house. Grant administration is an in-kind match at 22,500.

Mayor Lambert opened the public hearing at 9:00 p.m. Hearing no testimony, the hearing was closed at 9:01 p.m.

Zabala is excited for these improvements and moved to approve submittal of an Idaho Community Development Block Grant application for the Mountain View Park and Indian Hills Park ADA Access Projects to the Idaho Department of Commerce. Kelly seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. PUBLIC HEARING: Open Budget for Fiscal Year 2019-2020 (FY2020) (ACTION ITEM) - Gary J. Riedner / Sarah Banks

The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. Throughout the year, the City has received additional federal, and/or state, and/or local grant awards, and the City Council has authorized expenditures, including fleet purchases including a Sewer Jet-Vac truck, police body cameras and equipment for employees working remotely and unanticipated capital projects. Staff is proposing to amend Ordinance 2019-09 in the amount of \$2,201,207 to accommodate the authorized appropriations. This was reviewed by the Public Works/Finance Committee on August 24, 2020 and forward the item to the full Council for a public hearing to take place September 8, 2020.

PROPOSED ACTIONS: Approve the Open Budget Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

Riedner described the open budget process and provided details of the changes as written above. Additionally, the ordinance includes CARES Act monies to provide equipment for employees working remotely.

Mayor Lambert opened the public hearing at 9:08 p.m. Hearing no testimony, the public hearing was closed at 9:09 p.m.

Taruscio moved to approve the Open Budget Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Zabala seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor read Ordinance 2020-10:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING ORDINANCE NO. 2019 – 09, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; TO APPROPRIATE MONIES IN THE SUM OF ONE HUNDRED THREE MILLION SIX HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS (\$103,648,252); PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Mayor Lambert called a recess at 9:11 p.m. The meeting reconvened at 9:15 p.m.

9. Resolution to Extend Public Health Emergency Order 20-04 (ACTION ITEM) - Gary J. Riedner

Pursuant to Moscow City Code Title 1, Chapter 11, Section 5(B), on September 2, 2020, Mayor Lambert issued Public Health Emergency Order 20-04, allowing temporary childcare/tutoring facilities to operate under the definition of a daycare but with certain reduced requirements within the City of Moscow. Pursuant to Idaho Code section 46-1011, and MCC 1-11-5(B), the Public Health Emergency Order is effective for seven (7) days, unless extended by resolution of the City Council. The attached draft resolution extends Emergency Order 20-04 until January 1, 2021.

Following the recent decision of the Moscow School District to have students attend in-class instruction for two days per week with three additional days of on-line instruction due to the COVID-19 pandemic, the City has received a number of calls from daycare providers and others expressing the desire to open tutoring centers to assist children and parents during this extraordinary event. City Staff met to discuss the matter and identify what actions the City could take to assist the community during this event, while also ensuring the safety of the children who may be served by these temporary facilities.

Staff has prepared a temporary Day Care/Tutoring Center proposal to help meet the potential anticipated community need. The proposal was presented to Administrative Committee on August 24, 2020.

PROPOSED ACTIONS: Adopt the resolution extending Public Health Emergency Order 20-04 until January 1, 2021, or take such other action deemed appropriate.

Riedner introduced the item as written above and describing the particular reduced requirements: waiver of the requirement to obtain a conditional use permit for temporary daycares with locations in all commercial and residential zoning districts; issuance of a temporary provider license upon successful passage of the local and ISP background checks; suspension of the requirement for background checks for children 13 years and older who are receiving care at the facility; waiver of the requirement for an outdoor play area; waiver of the 4 hour continuing education requirement suspension of the in-person CPR and first aid training but requiring on-line CPR and first aid training Adult/child ratios will not be changed and will still be enforced.

Laflin asked if encouraging taking kids to parks could be added to the resolution. Riedner responded that some daycares do not transport children as there is too much liability. Encouragement could be added as a recital in the resolution. Laflin was also concerned about specifying specific CPR and first aid classes and proving proof of attendance.

Sullivan would like to see the requirement of a plan submitted, similar to what restaurants provided to the health department. A plan that includes guidelines and checklists as to what the daycare will do to assist in reducing the chance of transmission of the COVID-19 virus. Riedner responded those requirements are not in place for current daycares. If a plan was required, Council would be holding a temporary daycare to a higher standard than a current licensed daycare. Completing online CPR rather than in-person is also being allowed for new employees of current daycares. Sullivan would feel more comfortable calling it a temporary tutoring facility as Moscow is stricter than the state with regulations.

Kelly appreciates the idea of having more places for children to go but also wants to know there is a plan in place for handwashing, etc.

Discussion ensued regarding day care definitions and exclusions (see attached). The primary purpose of this emergency order is due to land use regulations and the requirement for a CUP. Providers are already allowed to have a temporary license prior to the background check being complete.

Bettge is in favor of extending as it provides some level of safety and checks as opposed to having no control, and encourage people to do the right thing and streamline the process.

Bettge moved to adopt the resolution extending Public Health Emergency Order 20-04 until January 1, 2021. Taruscio seconded.

Sullivan said she wants to help but doesn't feel it is the right time to facilitate more options without saying there are certain expectations. Kelly preferred a shorter time such as three weeks and also ask for a plan from those interested in this temporary process. Laflin suggested a shorter time with an expectation a plan will be required at the end of that time period in order to continue.

Bettge called the question. Sullivan seconded call of question. Roll Call Vote for the adoption of the resolution: Ayes: Two (Bettge, Taruscio). Nays: Four. Abstentions: None. Motion failed.

Kelly moved to approve the emergency order for one month to October 5, 2020. The motion died for the lack of second. Laflin offered a motion such as approval of the expansion until October 5 and informing people that more safety precautions will be required. Belknap clarified the only difference between a temporary facility to a permanent facility from a daycare regulation perspective is to allow online CPR which the state waived and waiving the outdoor play area. All other regulations apply. The land use regulations waive the CUP but doesn't address safety protocols, only suitability of the property and public comment. Laflin is struggling with the need to have a place for children to go and the need for a parent to know their kids are safe.

Taruscio feels there is value in the emergency order as it meets the need for parents struggling to find a place for their children. Taruscio moved to extend Public Health Emergency Order 20-04 until December 25. Kelly seconded adding she doesn't like not having anything at all. Discussion ensued regarding termination of the resolution. Laflin suggested a change to the motion from December 25 to either December 7 or 21. Riedner suggested Dec 22 as that is the day after the Council meeting where the issue can be brought back. Laflin moved and Taruscio seconded to amend the motion to December 22, 2020. Roll Call Vote: Ayes: Five. Nays: One (Sullivan). Abstentions: None. Motion carried. Roll Call Vote on original motion to extend the resolution to December 22, 2020: Ayes: Four. Nays: Two (Sullivan, Zabala). Abstentions: None. Motion carried.

10. Solid Waste Franchise Agreement Amendment (ACTION ITEM) - Tim Davis / Tyler Palmer

There are four areas within the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc. (LSI), being proposed to be amended. LSI has requested financial relief from the City for revenue losses experienced from the operations of the Moscow Recycling Center and additional compensation for necessary extra garbage and recycling routes, resulting from the 2016 decision by City Council, electing not to eliminate residential alley collection of solid waste and recycling, as had been proposed by LSI at that time. The current proposal removes tires and household hazardous waste disposal costs from the current miscellaneous rate. These items would be compensated as they had been prior to 2013, as a direct reimbursement to LSI for actual costs of disposal. The City will also relieve LSI of the majority of the recycling education duties and shift the education role in-house for efficiency and cost savings. This was reviewed by the Public Works/Finance Committee on August 24, 2020 and was forwarded to the full Council for discussion.

PROPOSED ACTIONS: Approve the Resolution Amending the Solid Waste Franchise Agreement Exhibits A, C, D E, and G, or take such other action deemed appropriate.

Palmer gave a brief history and Davis detailed each amendment. No questions were asked. Bettge moved to approve the Resolution Amending the Solid Waste Franchise Agreement Exhibits A, C, D E, and G. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

11. Update on Governor's Public Safety Grant Initiative and Revision and Acceptance of Updated L-2 and Appropriation Ordinance (ACTION ITEM) - Gary J. Riedner / Sarah Banks

On August 17, 2020, the City Council approved the City's participation in the Governor's Public Safety Grant Initiative (GPSGI) in the amount of \$1,646,816 for FY2021. The GPSGI utilizes federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funds. The GPSGI provides

funding for public safety payroll expenses to city and county governments that agreed to participate in the Initiative and further agreed to provide the resulting savings as property tax relief to their taxpayers by foregoing the taxes that would otherwise traditionally have been collected.

On July 6, 2020, the City Council had approved the filing of a Letter of Intent to participate in the GPSGI. The City of Moscow was notified that it had been approved to receive \$1,646,816 in GPSGI funds, which includes 3% allowed Administrative Expenses, and Moscow Urban Renewal Agency (MURA) increment, both of which are deducted from the amount to be used for property tax relief.

Staff presented amended FY2021 Appropriations Ordinance 2020-08 which was approved under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary. The City Council also authorized the Mayor to execute a revised L-2 Property Tax Certification.

On August 25, 2020, the City was informed by the Idaho State Tax Commission that the amount of the increment to be paid to the Moscow Urban Renewal Agency had been recalculated, which necessitates a further amendment of the FY2021 Appropriations Ordinance and further revision of the L-2 Property Tax Certification. Those revised documents are included in the backup for City Council consideration.

Staff has also received, and is continuing to receive, further guidance regarding the GPSGI. In order to provide for as much time as possible to continue to research the program, Mayor Lambert has requested an extension of time to file the L-2, pursuant to Idaho Code section 63-803(3), in accordance with the attached memo from the City Supervisor.

PROPOSED ACTIONS:

1. Review and approve the draft second revised FY2021 Appropriations Ordinance under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary; or take other such action deemed appropriate; and
2. Authorize the Mayor's execution of the revised L-2 property tax certification; or take other such action deemed appropriate.

Riedner introduced the item as written above and explained the error in the amount of the increment for the MURA payment, which is reflected in the proposed ordinance. Treasury requirements have been challenged by some of the county's prosecutors because it may replace revenues, which is prohibited by the original CARES Act. Because the funding is tied to a property tax reduction, that may exceed some of the requirements of the CARES Act. On September 3rd, Idaho Attorney General issued an opinion based upon September 2nd further guidance by the Treasury department which removes some of those road blocks. Besides asking for approval of the revised appropriations ordinance and the updated L-2, Staff is requesting to file the L-2 on the final day for filing in case further information is provided or if any issue with CARES funding is brought forward. The Bonner County Commissioners filed a lawsuit in the U.S. District Court for Northern California which is another reason staff would like to wait until the last possible moment to turn in the L-2.

Taking the CARES Act funding will reduce property taxes for next year. The second year (FY2022), the savings are no longer there and taxes go back up to what they would have been. If Council decides

to take up to 3% allowed by law, that will compound the issue. The tax payors will need as much outreach and education as possible.

Bettge moved to approve the second revised FY2021 Appropriations Ordinance under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary. Seconded by Kelly. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2020-11:

AN ORDINANCE REPLACING AND SUPERSEDING ORDINANCE 2020-08, ENTITLED ANNUAL APPROPRIATION ORDINANCE; THIS NEW ORDINANCE IS ENTITLED "AMENDED ANNUAL APPROPRIATION ORDINANCE" APPROPRIATING NINETY-SIX MILLION ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED THIRTEEN DOLLARS (\$96,133,513) FOR THE PURPOSE OF DEFRAYING ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO, FOR THE 2021 FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2020, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2021, AND ALLOTING RESOURCES BY FUND FOR SAID APPROPRIATION FOR THE OBJECTS AND PURPOSES SET FORTH IN THIS ORDINANCE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF SEVEN MILLION THREE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS (\$7,366,666) FOR THE 2021 FISCAL YEAR; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Taruscio moved to authorize the Mayor's execution of the revised L-2 property tax certification and direct staff to hold submission of L-2 until final date due. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

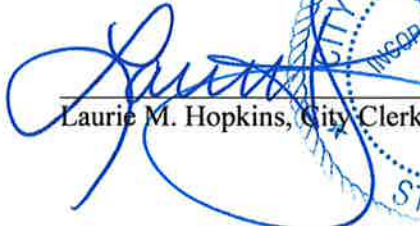
REPORTS

Reports were delayed.

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(C) AND (F) - THE MEETING WILL NOT RECONVENE.

Kelly moved and Taruscio seconded to adjourn to executive session at 10:47 p.m. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

ATTEST:


Laurie M. Hopkins, City Clerk




Bill Lambert, Mayor

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
September 8, 2020**

Present: Mayor Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala

Also Present: Gary J. Riedner, City Supervisor; Mia Bautista, City Attorney; Bill Belknap, Deputy City Supervisor

The executive session was called to order at 10:51 p.m.

Item discussed pursuant to I.C. 74-206(1)(B), (C), (F)

The executive session was adjourned at 11:15 p.m.

**BEFORE THE CITY COUNCIL
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A REZONE OF AN APPROXIMATELY THREE POINT FIVE (3.50) ACRE AREA OF LAND GENERALLY LOCATED NORTH OF THE INTERSECTION OF SIXTH STREET AND DEAKIN AVENUE, KNOWN AS GATEWAY ON SIXTH ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Rezone on June 26, 2020; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 22, 2020; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on September 8, 2020; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2009 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is an approximately three point five (3.50) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue.
3. The subject property is currently vacant except for two parking lots and access drive on the northeastern portion of the site. Ghormley Park is located to the west of the subject property, self-storage units and Cedar Veterinary Clinic to the north, a multi-family residential neighborhood to the northeast, and Patty's Kitchen Restaurant and the University of Idaho to the south.
4. The subject property is relatively flat and Paradise Creek across Sixth Street and is flows through the property located to the southwest.
5. The subject property is currently designated as Urban Mixed (UM). UM designated areas,
"are intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a mix of residential and limited commercial uses should be promoted through the development of small urban apartments, townhomes, and two- to three-story vertically mixed-use buildings. The urban mixed area should provide a pedestrian connection between the University of Idaho and downtown, and provide space for

a variety of housing alternatives, niche retail, restaurants, artist studios, and personal and professional services. Off-street parking should be required, but the requirements should be reduced in this area due to the likely number of non-motorized travel the uses will attract."

6. The residential neighborhood to the east, the commercial corridor along Sixth Street, and Legacy crossing to the southeast are also within the UM designation. Ghormley Park to the west is designated as Parks and Open Space, the University of Idaho campus to the southwest is designated as University (U), and commercial properties to the north are designated as Auto-Urban Commercial (AU-C).
7. Sixth Street is currently designated by the Thoroughfare Plan as a collector street and Lilly Street is designated as a local neighborhood street.
8. The subject property is currently located within the Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts and is proposed to be rezoned to a combination of Multiple Family Residential (R-4) and Central Business (CB).
9. According to the Zoning Code the R-4 Zoning District is,

"Provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."
10. Uses permitted within the R-4 Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.
11. The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet; 25 feet for twinhomes; and 18 feet for townhouses.
12. According to the Zoning Code the purpose of the CB Zoning District,

"is to provide a location for groups of compatible commercial uses having the common characteristic of not involving more than incidental and minimal assembly, fabrication or storage of commodities; for example, establishments dispensing retail commodities, and those providing professional and personal services to the individual. The CB Zoning District is the most intensive commercial Zoning District. To promote pedestrian use, unbroken, street-level, commercial frontage is encouraged in this Zoning District."
13. A wide range of commercial and residential uses are permitted within the CB Zoning District. There is no minimum lot size or width requirements for lots within the CB Zone.
14. As part of the proposed rezone, the City is expanding the rezone area to correct the zoning on three adjacent properties. Properties that contain apartment buildings at 402 and 410 S. Lilly Street have the University (U) Zone extend across them, likely because of the parking lots that were associated with the University of Idaho to the south. The proposal would be to rezone these two properties to the R-4 Zone which would be more appropriate. Also included is another small portion of the U Zone which extends upon the Cedar Veterinary Clinic property. The proposal would be to eliminate the U Zone and rezone the entire property to MB, which most of the property currently is already.

15. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012.
16. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012.
17. The subject property has multiple points of access at various locations. There is an existing driveway access off of Sixth Street which is located directly to the east of Patty's Kitchen. This driveway provides access to the existing parking lot in the southeast corner and also provides a connection to Lilly Street and the alley between Lilly Street and Asbury Street.
18. Sixth Street in this location is currently designated as a collector street and is developed with two travel lanes with designated turn lanes, bike lanes, a new furnishing zone with brick pavers and street trees, and 8 ft. wide sidewalks. Paradise Path is located to the southwest of the subject property and follows Paradise Creek to the west.
19. Lilly Street serves as access from the north of the subject property. The northern parking lot is located at the intersection of Lilly Street and Fourth Street, and Lilly Street essentially terminates into the subject property. The portion of Lilly Street from Third Street to the subject property is developed as a 30 ft wide street with intermittent curb and sidewalk and parking on both sides of the street. The current Idaho Central Credit Union project at the southwest corner of Third Street and Lilly Street will be constructing new curbing, tree lawns, and sidewalks on the entire Lilly Street frontage. Currently there is no curbing, tree lawns or sidewalks on ICCU's frontage on the west side of Lilly Street.
20. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on April 14, 2020 to discuss the proposed preliminary plat.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed zoning district is consistent and in conformance with the uses and densities designated within the 2019 Comprehensive Plan. The Urban Mixed (UM) Land Use Designation corresponds with the proposed Multiple Family Residential (R-4) and Central Business (CB) Zones. Therefore, the Council finds that the proposed rezone is consistent with the Comprehensive Plan.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed rezone corrects a conglomeration of zoning districts that currently include the Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts. The CB Zone largely remains the same and the remainder of the property is proposed to be rezoned to R-4, which is consistent with the adjacent residential neighborhood. The CB Zone will remain a continuation of the Sixth Street corridor which primarily contains a mixture of commercial uses.
3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area.

4. **The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed zoning and uses are suitable for the area and will not unduly burden the neighborhood of public infrastructure.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street frontage on Sixth Street to the south and Lilly Street to the north. There are currently sufficient and available public utility services to meet the needs of the development that would be permitted under the proposed zoning districts. Water and sewer connections are readily available in the area and the property has been determined to be developable in the City's Comprehensive Water and Sewer System Plans.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the rezone request for the approximately three point five (3.5) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue with no conditions.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 8th day of September, 2020.

A handwritten signature in blue ink, appearing to read "Bill Lambert", is written over a horizontal line.

Bill Lambert, Mayor

**BEFORE THE CITY COUNCIL
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PLANNED UNIT DEVELOPMENT OF AN APPROXIMATELY TWO (2) ACRE AREA OF LAND GENERALLY LOCATED NORTH OF THE INTERSECTION OF SIXTH STREET AND DEAKIN AVENUE, KNOWN AS GATEWAY ON SIXTH WITHIN THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Planned Unit Development (PUD) on June 26, 2020; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 22, 2020; and

WHEREAS, this matter came before the City Council during a duly noticed public hearing on September 8, 2020; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2009 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is an approximately two (2) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue.
3. The subject property is currently vacant except for two parking lots and access drive on the northeastern portion of the site. Ghormley Park is located to the west of the subject property, self-storage units and Cedar Veterinary Clinic to the north, a multi-family residential neighborhood to the northeast, and Patty's Kitchen Restaurant and the University of Idaho to the south.
4. The subject property is relatively flat and Paradise Creek across Sixth Street and is flows through the property located to the southwest.
5. The subject property is currently designated as Urban Mixed (UM). UM designated areas,
"are intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a mix of residential and limited commercial uses should be promoted through the development of small urban apartments, townhomes, and two- to three-story vertically mixed-use buildings. The urban mixed area should provide a

pedestrian connection between the University of Idaho and downtown, and provide space for a variety of housing alternatives, niche retail, restaurants, artist studios, and personal and professional services. Off-street parking should be required, but the requirements should be reduced in this area due to the likely number of non-motorized travel the uses will attract."

6. The residential neighborhood to the east, the commercial corridor along Sixth Street, and Legacy crossing to the southeast are also within the UM designation. Ghormley Park to the west is designated as Parks and Open Space, the University of Idaho campus to the southwest is designated as University (U), and commercial properties to the north are designated as Auto-Urban Commercial (AU-C).
7. Sixth Street is currently designated by the Thoroughfare Plan as a collector street and Lilly Street is designated as a local neighborhood street.
8. The subject property is currently located within the Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts and is proposed to be rezoned to a combination of Multiple Family Residential (R-4) and Central Business (CB).
9. According to the Zoning Code the R-4 Zoning District is,

"Provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."
10. Uses permitted within the R-4 Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.
11. The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet; 25 feet for twinhomes; and 18 feet for townhouses.
12. According to the Zoning Code the purpose of the CB Zoning District,

"is to provide a location for groups of compatible commercial uses having the common characteristic of not involving more than incidental and minimal assembly, fabrication or storage of commodities; for example, establishments dispensing retail commodities, and those providing professional and personal services to the individual. The CB Zoning District is the most intensive commercial Zoning District. To promote pedestrian use, unbroken, street-level, commercial frontage is encouraged in this Zoning District."
13. A wide range of commercial and residential uses are permitted within the CB Zoning District. There is no minimum lot size or width requirements for lots within the CB Zone.
14. As part of the proposed rezone, the City is expanding the rezone area to correct the zoning on three adjacent properties. Properties that contain apartment buildings at 402 and 410 S. Lilly Street have the University (U) Zone extend across them, likely because of the parking lots that were associated with the University of Idaho to the south. The proposal would be to rezone these two properties to the R-4 Zone which would be more appropriate. Also included is another small portion of the U Zone which extends upon the Cedar Veterinary Clinic property. The proposal would be to eliminate the U Zone and rezone the entire property to MB, which most of the property currently is already.

15. The concurrently proposing a preliminary plat that would create twenty-seven (27) townhouse parcels; one (1) Multi-Family Residential (R-4) parcel; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition.
16. The minimum lot size for single-family, two-family, and multi-family dwellings parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet and 18 feet for townhouses. The CB Zone does not specify a minimum lot size or minimum lot width.
17. The applicant is proposing the Planned Unit Development (PUD) on the area which is proposed to be entirely located within the R-4 Zone, which includes the northern 1.41 acres of the main property and the two existing parking lots. The area of the two existing parking lots is 0.60 acres, which brings the total size of the area where the PUD is proposed to approximately 2 acres in size.
18. The applicant is requesting a PUD to allow for a reduction in the minimum lot size and setbacks for the townhouse lots, an increase in the maximum height permitted for the 4-story multi-family building, and to permit the townhouse lots to have frontage on internal courtyard which also serves as emergency services access instead of a public street right-of-way.
19. The proposed townhouse lots range from 634 to 638 square feet in size and range in width from 23.8 to 28.7 feet. The standard minimum lot size for townhouses in the R-4 Zone is 1,800 sf and 18 feet in width. The townhouses are proposed to have no setbacks and extend out to the property lines on all sides. The townhouse setbacks in the R-4 Zone are 15 ft front, 20 ft rear, 0 ft interior side, and 8 ft exterior side. The townhouses are proposed to be three stories with the options of three different floor plans, A, B, and C.
20. The exteriors on the 'A' units will contain a brick veneer on the front façade with a metal bump out for windows, and the rear façade is proposed to be board and batten siding with an additional metal bump out and small deck. The first-floor plan contains the living room, small kitchenette, bedroom, and bathroom. The second floor contains the kitchen and dining area as well as a master bedroom and bathroom. There is an open loft space on the third floor.
21. The exteriors of the 'B' units contain a brick veneer on the front façade with rear board and batten siding. The first-floor plan includes the living room, kitchen, and a bathroom. The second floor contains two bedrooms and a shared bathroom, and the third floor has an additional bedroom, bathroom, and outdoor balcony.
22. The exteriors of the 'C' unit contain a brick veneer on the front façade with rear board and batten siding with a metal bump out and small deck. The first-floor plan contains a single car garage, laundry room, and entry area. The second floor includes the living and kitchen area, bedroom, and bathroom. The third floor is partially open to below and includes one bedroom, a bathroom, and walk-in closet.
23. Six townhouses are adjacent to the northern-most existing parking lot, and the remainder will be accessed via an internal courtyard constructed of permeable pavers that also serves as an emergency services access road.
24. The proposed emergency access drive that also serves as an internal courtyard that begins near the Sixth Street and Deakin Avenue intersection. The access from Sixth Street will be blocked with bollards and only pedestrians, bicyclists, and emergency vehicles are permitted on this portion of the internal courtyard.

25. Also included in the PUD proposal is a Multi-Family Residential (R-4) parcel of 0.37 acres in size that is proposed to be developed with a 4-story multi-family building. The ground floor is proposed to be an enclosed parking garage with 18 parking spaces, bicycle storage, and lobby with access to an elevator and stairs to the upper floors. The second, third, and fourth floors are proposed to be the same floor plan and will contain 6 dwelling units on each floor, totaling 18 units. Each floor will contain two 2-bedroom units that are each 980 sf in size and four 1-bedroom units that are 592 sf each. The total height of the fourth floor is 48.5 ft, which exceeds the 40 ft height limitation in the R-4 Zone.
26. The minimum PUD base density of the R-4 Zone is 24 units per acre. The proposed PUD has a base density of 22.5 units per acre, therefore no density bonuses are required as part of the project.
27. The total number of parking spaces required for the proposed PUD is 80 spaces. Townhouses require 2 spaces per unit, one-bedroom apartments require 1.25 spaces per unit, and two-bedroom apartments require 1.75 spaces per apartment. The applicant has provided 18 parking spaces in the ground floor enclosed garage of the apartment building and there 88 parking spaces proposed within the two existing parking lots, for a total of 106 spaces.
28. The applicant has indicated that there will be property management on-site who will be in charge of parking management.
29. A 6 in. water main currently exists on the east side of Lilly Street and an 8 in. water main extends horizontally across the southern portion of the subject property. A water main will be extended within the internal courtyard which will connect to meter banks to service the townhouses, apartment building, and commercial lots. Private water lines will be extended along the rear of the townhouses and connected to the water meter banks.
30. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. The Engineering Department has determined that the existing system has adequate potable and fire flows to serve the proposed development.
31. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Public Works has determined that the existing system has adequate potable and fire flows to serve the proposed development.
32. It is anticipated that under commonly observed residential household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 4.21 million gallons of water per year ($45 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 4.21 \text{ million gallons/year}$).
33. Sanitary sewer is proposed to be extended throughout the proposed development within the internal courtyard/emergency access drive corridors. An 8 in. PVC main will be extended through the development to eventually connect to a 24 in. main that extends in the northwesterly direction across Ghormley Park to the west.
34. The Engineering Department has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.
35. Trench drains within the permeable pavement system that makes up the internal courtyard/emergency services access drive collect the storm sewer and eventually convey it to an existing 30 in. storm drain in the north side sidewalk in Sixth Street. The detention facilities of the proposed development will need to meet Moscow's Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate.

36. The subject property has multiple points of access at various locations. There is an existing driveway access off of Sixth Street which is located directly to the east of Patty's Kitchen. This driveway provides access to the existing parking lot in the southeast corner and also provides a connection to Lilly Street and the alley between Lilly Street and Asbury Street.
37. As part of the proposed PUD, there will be a curb cut and emergency access drive constructed in close proximity to the Sixth Street and Deakin Avenue intersection. This is a secondary approach onto Sixth Street and will only serve as pedestrian, bicycle, and emergency services access. Sixth Street in this location is currently designated as a collector street and is developed with two travel lanes with designated turn lanes, bike lanes, a new furnishing zone with brick pavers and street trees, and 8 ft. wide sidewalks. Paradise Path is located to the southwest of the subject property and follows Paradise Creek to the west.
38. Lilly Street serves as access from the north of the subject property. The northern parking lot is located at the intersection of Lilly Street and Fourth Street, and Lilly Street essentially terminates into the subject property. The portion of Lilly Street from Third Street to the subject property is developed as a 30 ft wide street with intermittent curb and sidewalk and parking on both sides of the street. The current Idaho Central Credit Union project at the southwest corner of Third Street and Lilly Street will be constructing new curbing, tree lawns, and sidewalks on the entire Lilly Street frontage. Currently there is no curbing, tree lawns or sidewalks on ICCU's frontage on the west side of Lilly Street.
39. The proposed PUD and subdivision plat are within the requirements of the parkland dedication codes of the City. The net developable area is 2.49 acres and is zoned a combination of CB and R-4, which require a 9% parkland dedication requirement. This results in a dedication requirement of 9,780 sf (0.037 acres), or at the current value of \$13,500/acre, \$3,032.00. The property owner is requesting a City/Property Owner cooperative project that includes a pedestrian/bicycle pathway connection from Sixth Street to the Ghormley Park parking lot, providing access to Third Street. The first phase would be from Sixth Street to the northwest corner of the project, utilizing a cost-share approach. The second phase would complete the connecting pathway to the Ghormley Park parking lot, at the City's expense. The property owner's investment into the first phase would far exceed the parkland dedication requirement of \$3,032 and would satisfy all parkland dedication requirements.
40. The project proposal was reviewed by the Parks and Recreation Commission on June 25, 2020, and the Pathways Commission on July 14, 2020, and both supported the parkland dedication/plan proposal. Parks and Recreation Staff are also recommending approval of the proposal.
41. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on April 14, 2020 to discuss the proposed preliminary plat.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed PUD is consistent with the Comprehensive Plan.** The proposed PUD is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The Urban Mixed (UM) designation is intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a mix of residential and limited commercial uses should be promoted through the development of small urban apartments,

townhomes, and two- to three-story vertically mixed-use buildings. The PUD also contributes to providing a pedestrian connection between the University of Idaho and downtown. Therefore, the Council finds that the proposed PUD is consistent with the Comprehensive Plan.

2. **The proposed PUD is consistent with the intents and purposes of this Chapter.** The proposed PUD meets the intent of the PUD chapter to permit and encourage innovative, economical, and attractive development; which includes land uses which harmonize with natural features and constraints; which promotes efficient, innovative, economical, attractive, and environmentally sensitive development; and which efficiently phases and locates public and private services and facilities. The proposed mixed-use PUD is an attractive development which utilizes an oddly-shaped property to orient linear townhouses adjacent to Ghormley Park and an existing parking lot. The proposed PUD creates twenty-seven (27) townhouses on smaller lots, which creates a different housing type and more affordable housing options in the City. The 4-story apartment building provides a parking garage and a more urban residential living option for residents.
3. **The proposed PUD is compatible with the character and uses in the surrounding area.** The PUD is consistent with the surrounding area which is primarily a mixture of residential and commercial developments. The proposed PUD provides for development of the subject property, including the general construction and alignment of the pedestrian connection and emergency services access drive between the University of Idaho and downtown.
4. **Public services and utilities are available or can be made available and are adequate to accommodate the proposed PUD.** Public Works has indicated that water, sanitary sewer, and storm sewer systems are readily available in the area and can accommodate the proposed PUD. The subject property has been determined to be developable in the 2012 Comprehensive Water System Plan and the 2011 Comprehensive Sewer System Plan. The subject property has multiple points of access at various locations. There is an existing driveway access off of Sixth Street which is located directly to the east of Patty's Kitchen. An internal courtyard/emergency access drive is also proposed to be constructed in close proximity to the Sixth Street and Deakin Avenue intersection. Lilly Street serves as access from the north of the subject property.
5. **The proposed PUD will not endanger the public health or safety.** There is no evidence that the proposed PUD would have an impact on the public health and safety. The proposed PUD will help serve the need of providing a more affordable housing option of single-family homes on smaller lots.
6. **The residential densities, proposed land uses, and design proposed within the PUD promote the innovative, efficient, economic and attractive development of the subject property.** The proposed PUD with twenty-seven (27) townhouses on smaller lots ranging from 634 to 638 square feet in size provides an efficient and economical home ownership opportunity which is currently limited in the City. The proposed townhouses will have three design options which are attractive and will provide a quality product on smaller lots which are served by an internal courtyard.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the PUD request for the approximately two (2) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue with no conditions.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 8th day of September, 2020.

A handwritten signature in blue ink, appearing to read "Bill Lambert", is written over a horizontal line.

Bill Lambert, Mayor

**BEFORE THE CITY COUNCIL
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWO POINT FOUR NINE (2.49) ACRE AREA OF LAND GENERALLY LOCATED NORTH OF THE INTERSECTION OF SIXTH STREET AND DEAKIN AVENUE, KNOWN AS GATEWAY ON SIXTH ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on June 26, 2020; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 22, 2020; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on September 8, 2020; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2009 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a two point four-nine (2.49) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue.
3. The subject property is currently vacant except for two parking lots and access drive on the northeastern portion of the site. Ghormley Park is located to the west of the subject property, self-storage units and Cedar Veterinary Clinic to the north, a multi-family residential neighborhood to the northeast, and Patty's Kitchen Restaurant and the University of Idaho to the south.
4. The subject property is relatively flat and Paradise Creek across Sixth Street and is flows through the property located to the southwest.
5. The subject property is currently designated as Urban Mixed (UM). UM designated areas,
"are intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a mix of residential and limited commercial uses should be promoted through the development of small urban apartments, townhomes, and two- to three-story vertically mixed-use buildings. The urban mixed area should provide a

pedestrian connection between the University of Idaho and downtown, and provide space for a variety of housing alternatives, niche retail, restaurants, artist studios, and personal and professional services. Off-street parking should be required, but the requirements should be reduced in this area due to the likely number of non-motorized travel the uses will attract."

6. The residential neighborhood to the east, the commercial corridor along Sixth Street, and Legacy crossing to the southeast are also within the UM designation. Ghormley Park to the west is designated as Parks and Open Space, the University of Idaho campus to the southwest is designated as University (U), and commercial properties to the north are designated as Auto-Urban Commercial (AU-C).
7. Sixth Street is currently designated by the Thoroughfare Plan as a collector street and Lilly Street is designated as a local neighborhood street.
8. The subject property is currently located within the Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts and is proposed to be rezoned to a combination of Multiple Family Residential (R-4) and Central Business (CB).
9. According to the Zoning Code the R-4 Zoning District is,

"Provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."
10. Uses permitted within the R-4 Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.
11. The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet; 25 feet for twinhomes; and 18 feet for townhouses.
12. According to the Zoning Code the purpose of the CB Zoning District,

"is to provide a location for groups of compatible commercial uses having the common characteristic of not involving more than incidental and minimal assembly, fabrication or storage of commodities; for example, establishments dispensing retail commodities, and those providing professional and personal services to the individual. The CB Zoning District is the most intensive commercial Zoning District. To promote pedestrian use, unbroken, street-level, commercial frontage is encouraged in this Zoning District."
13. A wide range of commercial and residential uses are permitted within the CB Zoning District. There is no minimum lot size or width requirements for lots within the CB Zone.
14. As part of the proposed rezone, the City is expanding the rezone area to correct the zoning on three adjacent properties. Properties that contain apartment buildings at 402 and 410 S. Lilly Street have the University (U) Zone extend across them, likely because of the parking lots that were associated with the University of Idaho to the south. The proposal would be to rezone these two properties to the R-4 Zone which would be more appropriate. Also included is another small portion of the U Zone which extends upon the Cedar Veterinary Clinic property. The proposal

would be to eliminate the U Zone and rezone the entire property to MB, which most of the property currently is already.

15. The proposed preliminary plat would create twenty-seven (27) townhouse parcels; one (1) Multi-Family Residential (R-4) parcel; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition.
16. The minimum lot size for single-family, two-family, and multi-family dwellings parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet and 18 feet for townhouses. The CB Zone does not specify a minimum lot size or minimum lot width.
17. The applicant is concurrently proposing a Planned Unit Development (PUD) on the area which is proposed to be entirely located within the R-4 Zone, which includes the northern 1.41 acres of the main property and the two existing parking lots. The area of the two existing parking lots is 0.60 acres, which brings the total size of the area where the PUD is proposed to approximately 2 acres in size.
18. The applicant is requesting a PUD to allow for a reduction in the minimum lot size and setbacks for the townhouse lots, an increase in the maximum height permitted for the 4-story multi-family building, and to permit the townhouse lots to have frontage on internal courtyard which also serves as emergency services access instead of a public street right-of-way.
19. The proposed townhouse lots range from 634 to 638 square feet in size and range in width from 23.8 to 28.7 feet. The standard minimum lot size for townhouses in the R-4 Zone is 1,800 sf and 18 feet in width.
20. The three commercial lots that are located within the CB Zone are also included in the proposed preliminary plat. The area, which is adjacent to Sixth Street, is 1.08 acres in size and is proposed to be divided into three lots of 0.29, 0.29, and 0.20 acres in size. The primary vehicular access will be via the existing driveway directly to the east of Patty's Kitchen, which currently leads to the southernmost parking area and eventually connects to Lilly Street. There is a proposed emergency access drive that also serves as an internal courtyard that begins near the Sixth Street and Deakin Avenue intersection. The access from Sixth Street will be blocked with bollards and only pedestrians, bicyclists, and emergency vehicles are permitted on this portion of the internal courtyard.
21. A 6 in. water main currently exists on the east side of Lilly Street and an 8 in. water main extends horizontally across the southern portion of the subject property. A water main will be extended within the internal courtyard which will connect to meter banks to service the townhouses, apartment building, and commercial lots. Private water lines will be extended along the rear of the townhouses and connected to the water meter banks.
22. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. The Engineering Department has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.
23. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Public Works has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.
24. It is anticipated that under commonly observed residential household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably

anticipated to use approximately 4.21 million gallons of water per year ($45 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 4.21 \text{ million gallons/year}$).

25. Sanitary sewer is proposed to be extended throughout the proposed development within the internal courtyard/emergency access drive corridors. An 8 in. PVC main will be extended through the development to eventually connect to a 24 in. main that extends in the northwesterly direction across Ghormley Park to the west.
26. The Engineering Department has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.
27. Trench drains within the permeable pavement system that makes up the internal courtyard/emergency services access drive collect the storm sewer and eventually convey it to an existing 30 in. storm drain in the north side sidewalk in Sixth Street. The detention facilities of the proposed development will need to meet Moscow's Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate.
28. The subject property has multiple points of access at various locations. There is an existing driveway access off of Sixth Street which is located directly to the east of Patty's Kitchen. This driveway provides access to the existing parking lot in the southeast corner and also provides a connection to Lilly Street and the alley between Lilly Street and Asbury Street.
29. As part of the proposed subdivision, there will be a curb cut and emergency access drive constructed in close proximity to the Sixth Street and Deakin Avenue intersection. This is a secondary approach onto Sixth Street and will only serve as pedestrian, bicycle, and emergency services access. Sixth Street in this location is currently designated as a collector street and is developed with two travel lanes with designated turn lanes, bike lanes, a new furnishing zone with brick pavers and street trees, and 8 ft. wide sidewalks. Paradise Path is located to the southwest of the subject property and follows Paradise Creek to the west.
30. Lilly Street serves as access from the north of the subject property. The northern parking lot is located at the intersection of Lilly Street and Fourth Street, and Lilly Street essentially terminates into the subject property. The portion of Lilly Street from Third Street to the subject property is developed as a 30 ft wide street with intermittent curb and sidewalk and parking on both sides of the street. The current Idaho Central Credit Union project at the southwest corner of Third Street and Lilly Street will be constructing new curbing, tree lawns, and sidewalks on the entire Lilly Street frontage. Currently there is no curbing, tree lawns or sidewalks on ICCU's frontage on the west side of Lilly Street.
31. The proposed subdivision falls under the requirements of the parkland dedication codes of the City. The net developable area is 2.49 acres and is zoned a combination of CB and R-4, which require a 9% parkland dedication requirement. This results in a dedication requirement of 9,780 sf (0.037 acres), or at the current value of \$13,500/acre, \$3,032.00. The property owner is requesting a City/Property Owner cooperative project that includes a pedestrian/bicycle pathway connection from Sixth Street to the Ghormley Park parking lot, providing access to Third Street. The first phase would be from Sixth Street to the northwest corner of the project, utilizing a cost-share approach. The second phase would complete the connecting pathway to the Ghormley Park parking lot, at the City's expense. The property owner's investment into the first phase would far exceed the parkland dedication requirement of \$3,032 and would satisfy all parkland dedication requirements.

32. The project proposal was reviewed by the Parks and Recreation Commission on June 25, 2020, and the Pathways Commission on July 14, 2020, and both supported the parkland dedication/plan proposal. Parks and Recreation Staff are also recommending approval of the proposal.
33. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on April 14, 2020 to discuss the proposed preliminary plat.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **This plat is not contradictory to the Moscow Comprehensive Plan.** The proposed preliminary plat is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The Urban Mixed (UM) designation is intended to provide for the infill development and adaptive re-use of areas that surround downtown, which the preliminary plat is intended to accomplish. The proposed plat also contributes to providing a pedestrian connection between the University of Idaho and downtown.
2. **This plat is compatible with the Moscow Zoning Ordinance.** The applicant is concurrently requesting a PUD in order to allow a reduction in the minimum lot size and to permit the townhouse lots to have frontage on internal courtyard which also serves as emergency services access instead of a public street right-of-way. All other Zoning Code requirements will be met as part of the proposal.
3. **This plat is compatible with the Moscow Subdivision Ordinance.** The proposed preliminary plat is consistent and in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.
4. **This plat is considerate of the natural features of the subject land.** The proposed preliminary plat provides for development of the subject property, including the general construction and alignment of the internal courtyard/emergency services access drive in conformance and consideration of the natural contours of the subject property.
5. **This plat is not expected to place an undue burden on public services and infrastructure, and does not pose an apparent threat to the public health, safety or welfare.** The subject property has property frontage on Sixth Street to the south and Lilly Street to the north. An additional emergency services access drive is proposed to be constructed that will connect Sixth Street and Lilly Street and also provide internal access to the proposed lots. There are currently sufficient and available public utility services to meet the needs of the proposed development. Water and sewer connections are readily available in the area and the property has been determined to be developable in the City's Comprehensive Water and Sewer System Plans.
6. **Other: None.**

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the preliminary subdivision plat request for the two point four-nine (2.49) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue with the following conditions:

Engineering:

1. The water line tap design for the 4-story multi-family property will need to be revised to come directly from a City water main instead of a dedicated fire hydrant line, as is currently proposed.
2. All water lines from water main to each water meter and each fire hydrant are required to be within a City easement to allow access.
3. The access drive at the southwest end of the property near the Sixth Street and Deakin Avenue intersection is limited to emergency vehicle and pedestrian access only due to the proximity to the intersection.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 8th day of September, 2020.

A handwritten signature in blue ink, appearing to read "Bill Lambert", is written over a horizontal line.

Bill Lambert, Mayor

COMMITTEE STAFF REPORT

DATE: Monday, May 17, 2021



RESPONSIBLE STAFF

Bill Belknap, Deputy City Supervisor, Community Planning and Design

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

BBC LLC Developer Participation Request (ACTION ITEM) - Bill Belknap

DESCRIPTION

On April 8th of this year, City Staff received a request from Rich Beebe, representative of BBC LLC, requesting the City's financial participation in the construction of the extension of Conestoga Street and the accompanying bridge construction as it provides mutual benefit to both parties. The total cost of the construction of the roadway, bridge and attendant utilities to the southerly boundary of the City's property (located on W. Palouse River Drive) is estimated at \$2,372,062. While not specified within the letter of request, it is Staff's understanding they are requesting that the City equally share in the cost of those improvements. Separated by fund, the requested 50% financial contribution without contingency would be \$47,000 for the Sewer Fund, \$90,000 for the Water Fund and \$941,210 for the Street Fund, for a total cost of \$1,078,210.

As detailed in the attached memo, the City Council has previously recognized its obligation to extend existing roadways through new development areas to ensure that the City can grow in an orderly and logical way as is required of private subdivisions within the City. This roadway extension and the resulting access and utility extension to the City's property is a fundamental element needed for the future development of the playfield facilities and it would appear appropriate for the City to financially participate in the improvements. City Staff have identified available funding within the City's capital fund accumulation that could be utilized to fund the requested participation. Staff recommends that the City condition the financial contribution upon the requirement that BBC LLC improve West Palouse River Drive from the intersection with Conestoga Street east to U.S. 95. The subject improvements would include widening West Palouse River Drive to a minimum width of 34 feet and the addition of curbing and sidewalk on the southside of the roadway through the segment. This would ensure that roadway would be improved to the City's minor arterial standard to accommodate the anticipated vehicle traffic that will result from the future development of the playfield property and the proposed residential development to the South.

This was reviewed by the Public Works/Finance Committee on April 26th and recommended for approval. At the City Council meeting of May 3, 2021, staff presented information on the history of the City's property and prior proposed playfield development of the property to be considered in the Council's deliberations regarding the City's participation in the costs of extension of Conestoga Street. Council directed staff to negotiate an agreement with BBC LLC for further City Council consideration. The terms of the agreement were to include the limits of the City's financial participation at 50% of the actual cost of the Conestoga Street extension, up to a maximum amount of \$1,078,210, that the City's financial participation would not come due until all the improvements were completed and accepted by the City, and to encourage BBC LLC to provide some element of affordable housing in any potential development of its property served by the Conestoga Street extension.

This item was reviewed by the Public Works Finance Committee and forwarded to the full Council for consideration.

STAFF RECOMMENDATION

Review draft Memorandum of Agreement and recommend approval, or provide staff further direction.

PROPOSED ACTIONS

PROPOSED ACTIONS: Review draft Memorandum of Agreement and recommend approval, or provide staff further direction.

FISCAL IMPACT

\$47,000 from the Sewer Capital Fund
\$90,000 from the Water Capital Fund
\$941,210 from the Street Capital Fund

PERSONNEL IMPACT

ATTACHMENTS

1. mem-Palouse River Drive Developer Participation
2. Request Letter
3. BBC02-Conestoga Estimate-2021-04-08
4. MOA_BBCLLC_ConestogaImprovements_DRAFT_new completion date

Memo

To: Gary J. Riedner, City Supervisor

From: Bill Belknap, Deputy City Supervisor

Date: April 22, 2021

Re: Palouse River Drive Ballfield Access Road Participation Request

As you are aware, the City purchased the 44-acre Palouse River Drive playfield property in 2002 from Sherm Clyde for the purpose of development of athletic playfields which had been identified as a significant need within the community. The property was located adjacent to a designated arterial roadway (West Palouse River Drive), was relatively flat and was well buffered from adjacent land uses, making it well suited for the intended use. The South Fork of the Palouse River bisects the property and park development is commonly a suitable and compatible use of floodplain areas that help preserve them for their natural flood storage function. Shortly after purchasing the property, the City partnered with the Palouse Clearwater Environmental Institute to complete a river restoration project at a cost of \$506,000. This included 12,000 plantings along the river with 47 plant species

The City then formed a group of stakeholders to prepare a conceptual masterplan for the development of the property which included seven playfields (2 baseball, 2 softball, 2 soccer, and 1 lacrosse field) along with supporting parking lots and natural open space areas with a walking path located on the north side of the river. Early in the design process, the City Council recognized that the City should be held to the same standard to extend existing roadways through new development areas to ensure that the City can grow in an orderly and logical way as is required of private subdivisions within the City. Design and planning efforts spanned several years as the community and the City Council evaluated project elements such as extending effluent reuse to the site for irrigation, roadway improvements to Palouse River Drive to U.S. 95, as well as the extension of Conestoga Drive to the south (including the construction of a bridge crossing) across the site to provide access to the fields and parking lots and the undeveloped property to the South. The preliminary development cost was estimated at approximately \$7.9 M which included the development of all fields, parking areas, the extension of Conestoga Drive and bridge construction, extension of effluent irrigation systems and the improvement of West Palouse River Drive to U.S. Highway 95.



In 2011, the City Council ultimately determined that the Palouse River Drive Playfield project was too expensive to advance at that time and instead approached the Moscow School District to advance the development of what is now the Moscow School District Community Playfields on Mountain View Road. The Moscow School District Community Playfields project was completed in 2016 at a cost of \$3.5 Million which was shared between the City and the Moscow School District.

It was recognized that the smaller Moscow School District Community Playfields facility did not fully meet the current demand for athletic field space and that demand will only grow in the future. The City Council chose to retain the Palouse River Drive Property for future athletic fields and to be developed at a time when it could be coordinated with development of the surrounding area.

On April 8th of this year, City Staff received a request from Rich Beebe, representative of BBC LLC owner of the 232 acres adjacent and south of the City's playfield property, requesting the City's financial participation in the construction of the extension of Conestoga Road and the accompanying bridge construction as it provides mutual benefit to both parties. The total cost of the construction of the roadway, bridge, and attendant utilities to the southerly boundary of the City's property is estimated at \$2,372,062. While not specified within the letter of request, it is Staff's understanding that they are requesting that the City equally share in the cost of those improvements. Separated by fund, the requested 50% financial contribution without contingency would be \$47,000 for the Sewer Fund, \$90,000 for the Water Fund, and \$941,210 for the Street Fund, for a total cost of \$1,078,210.

As noted above, the City Council has previously recognized its obligation to extend existing roadways through new development areas to ensure that the City can grow in an orderly and logical way as is required of private subdivisions within the City. This roadway extension and the resulting access and utility extension to the City's property is a fundamental element needed for the future development of the playfield facilities, and it would appear appropriate for the City to financially participate in the improvements.

Staff have examined the available street capital funding that could be allocated to fund fifty percent of the cost of construction of the Conestoga Street extension and bridge construction to facilitate access to the City's Palouse River Drive Ballfields Property. The City has several other large projects that will be under construction this year including the Third Street LHSIP project, the Sixth Street Bridge Project as well as the advancement of the Mountain View Project to construction in 2021. It appears that with an additional \$526,707 of allocation, the City would be able to fund all planned projects within FY2021 along with the contribution to the Conestoga extension and bridge and continue to fund the anticipated future projects over the next three years. The proposed additional Street allocation would include \$349,900 from the Park Improvement accumulation and \$176,707 from the Streetscape allocation. With this reallocation, it is anticipated that the City would be able to fund the proposed contribution and the other capital projects as identified within the City's Capital Improvement Plan.

If the City Council were to contribute the requested funding, Staff would recommend that the City condition the financial contribution upon the requirement that BBC LLC improve West Palouse River Drive from the intersection with Conestoga Drive east to U.S. 95. The subject improvements would include widening West Palouse River Drive to a minimum width of 34 feet and the addition of curbing and sidewalk on the south side of the roadway through the segment. This would ensure that roadway would be improved to the City's minor arterial standard to accommodate the anticipated vehicle traffic that will result from the future development of the playfield property and the proposed residential development to the South.

Staff would recommend that the City's financial contribution would be limited to no more than 50% of the actual cost of construction, shall not to exceed a total amount of \$1,078,210, and shall not be disbursed until completion and city acceptance of the Conestoga extension, bridge, and improvements to West Palouse River Drive.

April 8, 2021

Mayor Lambert and Moscow City Council
City Hall
Moscow, ID 83843

Re: Bridge and Roadway Funding Assistance Request

Dear Mayor Lambert and City Council:

BBC LLC is requesting bridge and roadway funding assistance for the proposed extension of Conestoga Street south of Palouse River Drive and bridge across the South Fork of the Palouse River through the City of Moscow's Park property in that location. The roadway is approximately 1300 feet in length with an estimated construction cost of \$1,206,420.00. The bridge across the South Fork of the Palouse River will connect City of Moscow park property and future residential development to Palouse River Drive. For efficiency of construction, we are proposing to use a Contech *Conspan* precast concrete bridge structure. The estimated bridge design and construction costs are \$950,000.00 plus permitting fees.

The construction of the roadway and bridge through the city park will benefit the City and future development to the south. The benefits will be realized in numerous ways such as; reduced construction costs utilizing public/private investment through shared infrastructure cost, public access to premier parkland on the south side of the South Fork of the Palouse River, increased availability of housing in Moscow, increase availability of "Affordable Housing" through an agreement with the Moscow Affordable Housing Trust and lastly, promote sustainable smart growth in an area of high demand.

This is an exciting opportunity to achieve these positive goals for the City and its growth. We appreciate any input you have and thank you for your consideration of this project.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Rich Beebe', with a long horizontal flourish extending to the right.

Rich Beebe
BBC LLC

Conestoga Drive Extension Cost Estimate

City of Moscow



Preliminary Construction Cost Estimate

Prepared by: SynTier Engineering (SAS - 4/8/2021)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization/Demobilization	LS	1	\$190,000.00	\$190,000.00
2	Excavation (Excluding Stripping)	CY	2,000	\$6.00	\$12,000.00
3	Stripping (including stockpiling)	CY	2,000	\$6.00	\$12,000.00
4	Embankment	CY	7,500	\$3.00	\$22,500.00
5	Topsoil Placement	SY	4,000	\$3.00	\$12,000.00
6	Aggregate Base	SY	4,750	\$15.00	\$71,250.00
7	Asphalt	TON	1,550	\$100.00	\$155,000.00
8	Curb & Gutter	LF	2,750	\$20.00	\$55,000.00
9	Sidewalk (with base rock)	SY	2,300	\$50.00	\$115,000.00
10	ADA Ramps	EA	2	\$2,000.00	\$4,000.00
11	Street Monuments	EA	5	\$650.00	\$3,250.00
12	Catch Basins	EA	10	\$2,200.00	\$22,000.00
13	Storm Sewer Manhole	EA	4	\$3,500.00	\$14,000.00
14	Storm Sewer Pipe	LF	1,150	\$80.00	\$92,000.00
15	Inlet protection	EA	10	\$80.00	\$800.00
16	Silt Fence	LF	2,700	\$5.00	\$13,500.00
17	Sanitary Sewer Manhole	EA	4	\$3,500.00	\$14,000.00
18	Sanitary Sewer Pipe	LF	1,000	\$80.00	\$80,000.00
19	Watermain Pipe (including fittings)	LF	1,400	\$120.00	\$168,000.00
20	Fire Hydrants	EA	3	\$4,000.00	\$12,000.00
21	Franchise Utility Trench	LF	1,400	\$45.00	\$63,000.00
22	Bridge	LS	1	\$950,000.00	\$950,000.00
23	Bridge Design (Bridge, Road, Utility, Geotechnical)	LS	1	\$75,120.00	\$75,120.00
				Subtotal	\$2,156,420.00
				Contingency (25%)	\$215,642.00
				Project Total	\$2,372,062.00

Notes:

- 1.) Does not include permit fees.
- 2.) Does not include prevailing wage

**MEMORANDUM OF AGREEMENT BETWEEN
BBC LLC AND CITY OF MOSCOW, IDAHO**

THIS MEMORANDUM OF AGREEMENT BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO (“MOA”) is entered into effective the date of the last signature, by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (“CITY”) and BBC LLC, a limited liability company of Idaho, PO Box 8525, 4930 Lenville Road, Moscow, Idaho 83843 (“BBC LLC”).

WITNESSETH

WHEREAS, CITY’s Hamilton Dream Team identified the need for additional athletic playfields in the community and in 2002, the City purchased a 44-acre property specifically for the development of playfields, known as the West Palouse River Drive Ball Fields Project; and

WHEREAS, in 2011, the cost to develop the playfields project and the infrastructure surrounding the playfields was estimated to be over \$7.5 million, which included extending Conestoga Street, widening West Palouse River Drive, adding an irrigation system utilizing effluent from CITY’s Water Reclamation and Reuse Facility, and the cost to develop the playfields, the City Council determined that the project was cost prohibitive at that time; and

WHEREAS, in 2016 the Moscow School District Community Playfields (located at Joseph Street and Mountain view Road) were opened as a joint project of the CITY and Moscow School District; and

WHEREAS, CITY retained the Palouse River Drive property for future playfield development; and

WHEREAS, CITY received a request from BBC LLC requesting financial participation with a proposed extension of Conestoga Street and the accompanying bridge construction, which would provide public access to CITY’s 44-acre West Palouse River Drive property as well as to property owned by BBC LLC; and

WHEREAS, CITY has identified a major challenge area in its strategic plan to address a shortage of affordable housing opportunities within city limits and wishes to encourage BBC LLC to provide housing that would help address the current housing shortage and need for affordable housing; and

WHEREAS, City Council has previously recognized its obligation to extend Conestoga Street through its 44-acre West Palouse River Drive Ball Fields property, and the roadway extension and the resulting access and utility extension to the City’s property is a fundamental element needed for the future development of the playfield facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOA, CITY and BBC LLC agree as follows:

SECTION 1: COOPERATION

BBC LLC enters into this Agreement of BBC LLC's own free will and accord, without coercion, without inducement, and at BBC LLC's request. CITY has not made any promises to BBC LLC other than the terms as detailed in this MOA. CITY and BBC LLC are jointly committed to the public improvements identified herein.

SECTION 2: CITY RESPONSIBILITIES

1. CITY agrees to contribute toward the construction of the extension of Conestoga Street to extend from Palouse River Drive to the southern property boundary of the City's playfield property, see Attachment 'A', as follows:
 - a. CITY shall reimburse no more than fifty percent (50%) of the actual cost of construction of the Conestoga Street extension improvements, which shall not exceed a total amount of One Million Seventy-Eight Thousand Two Hundred and Ten Dollars (\$1,078,210) unless otherwise approved by CITY in writing.
 - b. Subject to the amounts and limitations contained in paragraph a. of this section, CITY's contribution will only be utilized to reimburse BBC LLC for the following:
 - bridge construction
 - roadway construction
 - curbing
 - sidewalk on the east side
 - 10' wide asphalt pedestrian pathway on the west side
 - water mains
 - water hydrants
 - sewer mains
 - sewer manholes
 - stormwater catch basins
 - stormwater mains
2. CITY's contribution for the Conestoga Street extension improvements shall not be disbursed until completion of the Conestoga Street extension, bridge, and improvements to West Palouse River Drive and acceptance of said improvements by CITY.

SECTION 3: BBC LLC RESPONSIBILITIES

1. BBC LLC agrees to construct, at BBC LLC's expense, the frontage improvements to the south side of West Palouse River Drive to include installation of curbing, sidewalk and roadway widening to improve West Palouse River Drive to thirty-four (34) feet in width from the intersection with Conestoga Street and continuously extending to US 95/South Main Street.
2. BBC LLC agrees to furnish to CITY, at BBC LLC's expense, engineering design plans (for the public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction.
3. BBC LLC agrees that BBC LLC shall construct the public improvements described in Section 3 of this Agreement, by December 31, 2022.

4. All public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such public improvements (i.e., warranty period).
5. BBC LLC shall be responsible, at its sole expense, for correcting any and all deficiencies which occur within the one (1) year warranty period.

SECTION 4: TERM

This MOA shall take effect when both parties have signed it and shall remain in full force and effect in accordance with all of its terms and conditions as stated herein.

SECTION 5: GENERAL PROVISIONS

1. Indemnification. BBC LLC agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by BBC LLC, BBC LLC's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree..
2. Insurance. BBC LLC shall not commence work until proof of insurance is provided that is sufficient for the work to be completed under this Agreement. Each policy and/or certificate of insurance shall list CITY as an additional insured and shall have a provision on the policy that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and not less than fifteen (15) days prior to such action.
3. Entire Agreement, Modification and Assignability. This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. BBC LLC may not subcontract or assign its rights or duties arising hereunder, other than as provided herein, without the prior written consent and express authorization of CITY.
4. No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOA shall be in any way construed as creating, expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship or in any manner have agreed to or

are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOA.

5. No Employer-Employee or Agency Relationship. The Parties warrant by their signatures that no employer-employee or agency relationship is established between BBC LLC and CITY by the terms of this Agreement.
6. Interpretation. This MOA shall be deemed and construed to have been prepared mutually by each Party and any uncertainty or ambiguity existing therein shall not be construed against any Party.
7. Compliance with Laws. BBC LLC shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this agreement. No pleas of misunderstanding or ignorance on the part of the BBC LLC will in any way serve to modify the provisions of this requirement.
8. Jurisdiction and Venue. This MOA shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning this MOU, venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
9. Non-Appropriations. This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
10. Notice. All communication or notification to be given pursuant to this MOA shall be given to the following:

Notice to BBC LLC: Richard C. Beebe, Jr., Manager PO Box 8525 4930 Lenville Road Moscow, ID 83843	Notice to CITY: Moscow City Supervisor PO Box 9203 206 East Third Street Moscow, ID 83843-1703
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11. Complete Agreement. This MOA constitutes the entire expression of intent and agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.
12. Amendments. The terms of this MOA may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within sixty (60) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the

amendment. Any amendment shall be in writing, shall refer specifically to this MOA, and shall be executed by both Parties.

IN WITNESS WHEREOF, BBC LLC and CITY, by and through their respective officials designated below, have signed this MOA on the date following their respective signatures.

BBC LLC

CITY OF MOSCOW

Richard C. Beebe, Jr.
Manager

Bill Lambert
Mayor

Date

Date

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Richard C. Beebe, Jr., known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of BBC LLC.

Notary Public for the State of Idaho
Residing at _____
My commission expires _____

Attachment A

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, May 17, 2021



RESPONSIBLE STAFF

Jen Pfiffner, Deputy City Supervisor - Culture, Recreation and Employee Services

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Consideration of Mayor and City Council Salary Adjustments (ACTION ITEM) - Jen Pfiffner

DESCRIPTION

Per City of Moscow Code Title 1, Chapter 8 according to Idaho Code, § 50-203: "The salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index (CPI) as published by the United States Department of Labor. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments."

The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months: January 1, 2019 to December 31, 2020. The reported CPI values were 2.1% and 2.4% for 2019 and 2020, respectively. Proposed increases to monthly salaries would be effective January 1, 2022, and are as follows:

Mayor - From \$2028.50 per month to \$2,119.78 per month

Council - From \$703.28 per month to \$734.93 per month

STAFF RECOMMENDATION

PROPOSED ACTIONS: Approve the Ordinance making salary adjustments for Mayor and City Council effective January 1, 2022 under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Ordinance making salary adjustments for Mayor and City Council effective January 1, 2022 under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2021 - AdjustingCouncilMayor2022Salary

ORDINANCE NO. 2021 – ____

AN ORDINANCE AMENDING TITLE 1, CHAPTER 8 OF THE MOSCOW CITY CODE; PROVIDING FOR INCREASES IN THE SALARIES OF CITY ELECTIVE OFFICERS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, City Council deems it appropriate to increase the salaries of the Mayor and City Council in accordance with the Consumer Price Index based upon January to January Index for the past twenty-four (24) months (two point one percent [2.1%] for 2019 and two point four percent [2.4%] for 2020), pursuant to Moscow City Code § 1-8-1 and Idaho Code § 50-203; and

WHEREAS, utilizing such Index, the appropriate salary for the office of Mayor shall be two thousand one hundred nineteen dollars and seventy-eight cents (\$2,119.78) per month and the salary for members of the City Council shall be seven hundred thirty-four dollars and ninety-three cents (\$734.93) per month;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MOSCOW AS FOLLOWS:

SECTION 1: That Title 1, Chapter 8, Section 2 of the Moscow City Code be, and the same is hereby amended to read as follows:

...

Sec. 8-2. Salaries of Elective Officers.

The salary for elective officers shall be as follows:

Effective January 01, ~~2020~~2022:

Mayor - ~~\$2028.50~~\$2,119.78 per month

Council - ~~\$703.28~~\$734.93 per month

...

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 1 shall be in full force and effect.

SECTION 3: EFFECTIVE DATE. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Moscow. This Ordinance shall be in full force and effect from and after the date of its passage, approval and the publication according to law.

PASSED by the Council and APPROVED by the Mayor this ____ day of April, 2021.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk