Moscow City Council

Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday **April 18, 2022**	**7:00 PM**	**Council Chambers** **206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. 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 that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. 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

Arbor Day

Earth Day

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council April 4, 2022 Minutes - Laurie M. Hopkins

B. Disbursement Report March 2022 - Sarah Banks

Staff presented the March 2022 Accounts Payable Report to Public Works / Finance Committee on April 11, 2022. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of March 2022.

C. Second Quarter Financial Report January 1 ,2022 to March 31, 2022 for FY2022 - Sarah Banks

Staff presented the financial report for the second quarter of Fiscal Year 2022 to the Public Works / Finance Committee on April 11, 2022. The Committee received the report.

ACTION: Receive the FY2022 Second Quarter Report

D. Asphalt Rubber Chip - 2022 Bid Results and Contract Award - Todd Drage

The planned Pavement Preservation Program for FY2022 includes Asphalt Rubber (AR) Chip Seal road treatments to address multiple locations throughout the City. An AR chip seal is a proven method of road preservation, which uses recycled tire crumb in the asphalt binder to make chip seals more effective and longer lasting on heavily cracked and deteriorated streets. AR chip seals are

primarily applied on residential and collector streets with heavy cracking and moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids for the project on March 14, 2022 for the 2022 Asphalt Rubber Chip Seal road treatment project. The base bid for the project includes 32,730 square yards of Type II Asphalt Rubber Chip Seal. The engineer's estimate for the project was $360,030. Bids were opened on Tuesday, March 29, 2022. One responsive bid was received from Doolittle Construction LLC of Snoqualmie Washington for the amount of $327,300. A bid tabulation sheet is attached. The Public Works/Finance Committee recommended approval of this item on April 11, 2022.

ACTION: Approve the low responsive bid from Doolittle Construction, award the contract in the amount of $327,300, and, authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

E. Ridgeview Estates 2nd Addition Development Agreement Amendment - Todd Drage

The developer of Ridgeview Estates is requesting an amendment to the development agreement to modify the phasing associated with improvements required in the subdivision. This was reviewed by the Public Works/Finance Committee on April 11, 2022 and recommended for approval.

ACTION: Approve the Amended Development Agreement with Blum Enterprises - 3 LLC for Ridgeview Estates 2nd Addition.

REGULAR AGENDA

2. Staff Recognition Report - Bill Belknap

3. Mayors Appointments (ACTION ITEM)

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

5. Earth Day Awards Presentation

6. Annual Snow Season Update - Steve Schulte

7. ARPA Small Business and Nonprofit COVID-19 Assistance Grant Program Resolution Update (ACTION ITEM) - Cody Riddle

Staff will present an amendment to Resolution 2021-30, previously approved by Council in December of 2021. If approved, the amendment will establish discretionary authority for the City Council to award more than the twenty-five thousand dollars ($25,000) that was allowed in the original resolution for Community and Social Service Non-Profits.

PROPOSED ACTIONS: Approve the updated Resolution; or take other action as deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(F) - THE MEETING WILL NOT RECONVENE.

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.

ARBOR DAY PROCLAMATION

WHEREAS, in 1872, Julius Sterling Morton, who would become Secretary of Agriculture under President Grover Cleveland, proposed to the Nebraska Board of Agriculture that a special day be set aside for planting trees; and

WHEREAS, **t**he resulting holiday, Arbor Day, was first observed in that state with the planting of more than one million trees; and

WHEREAS, Arbor Day is now recognized throughout the nation and the world, reminding us that one person's initiative can make a lasting and meaningful difference; and

WHEREAS, the City of Moscow and Moscow Tree Commission are committed to a community forestry program that supports a safe, healthy, and attractive urban forest; and

WHEREAS, trees are renewable resources that yield fruit and nuts for food and profit, wood for construction, fuel for warmth, paper products, and a wide variety of other goods and materials; and

WHEREAS, when properly selected, planted in the right places, and tended appropriately, trees increase property values, add beauty, enhance economic vitality of business districts, cut heating and cooling costs, and provide buffers from traffic; and

WHEREAS, trees intercept storm water, reduce runoff and erosion, clean air and water, produce oxygen, slow climate change by absorbing carbon dioxide, provide habitat for wildlife, and moderate air temperature; and

WHEREAS, a healthy urban forest can bring a sense of vibrancy or respite, adventure or calm, escape or contentment, and connection to wild nature, amidst asphalt and concrete; and

WHEREAS, Arbor Day reminds us of the timeless observation by its founder, J. Sterling Morton, that "Each generation takes the earth as trustees;" and

WHEREAS, to celebrate Arbor Day in Moscow, the City of Moscow and the Moscow Tree Commission will plant two catalpa trees at Milton Arthur Park with Moscow High School Environmental Club students on Friday, April 29, 2022 from 12:00 p.m. to 1:30 p.m.

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, do hereby proclaim April 29, 2022 as

Arbor Day

in the City of Moscow, and I urge all citizens to support the planting of trees, to promote the well-being of this and future generations.

DATED this 18th day of April, 2022.

_____

Arthur D. Bettge, Mayor

EARTH DAY PROCLAMATION

WHEREAS, in 1872, Julius Sterling Morton, who would become Secretary of Agriculture under President Grover Cleveland, proposed to the Nebraska Board of Agriculture that a special day be set aside for planting trees; and

WHEREAS, the first EARTH DAY was celebrated on April 22, 1970; and

WHEREAS, EARTH DAY originated in the United States and is now recognized as the planet's largest civic event; and

WHEREAS, it continues to serve as an annual reminder of the continual need for environmental stewardship, awareness, and commitment to sustainability; and

WHEREAS, the Earth is something we all have in common; and

WHEREAS, the people of Earth face many environmental challenges including climate change, loss of biodiversity, pollution, deforestation and food and water insecurity to name a few; and

WHEREAS, all people, regardless of race, gender, income, or geography have a right to a healthy, sustainable environment with economic growth and opportunity; and

WHEREAS, a universally consistent pledge to support and perform acts of kindness toward our planet everyday would change the world; and

WHEREAS, it is vital to come together and cooperate on how to achieve and defend environmental stewardship; and

WHEREAS, through voluntary action individuals can join with one another in advancing their impact; and

WHEREAS, all Moscow residents are encouraged to implement practices designed to preserve and protect our environment and quality of life

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, do hereby proclaim April 22, 2022 as

Earth Day

in the City of Moscow, a special day to remember our Earth; a day dedicated to increasing environmental awareness and to encourage action to preserve the Earth for all to enjoy both today and into the future.

DATED this 18th day of April, 2022.

_____

Arthur D. Bettge, Mayor

Moscow City Council

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

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208.883.7015

Monday **April 4, 2022**	**7:00 PM**	**Council Chambers** **206 E. Third St.**

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Art Bettge, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker, Gina Taruscio, Anne Zabala
STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Brian Nickerson, Jen Pfiffner, Aimee Hennrich, Alisa Anderson, Tyler Palmer, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE
Council member Zabala led the Pledge of Allegiance.

PROCLAMATION

Fair Housing Proclamation

Mayor Bettge read the Fair Housing Proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council March 21, 2022 Minutes - Laurie M. Hopkins

B. Amendment to Add Executive Session Information to the Moscow City Council February 7, 2022 Minutes - Laurie M. Hopkins

C. KN 13014; Mountain View Rd - Professional Services Agreement for Construction Engineering and Inspection - Scott Bontrager

The Idaho Transportation Department (lTD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project for FY2022 to improve a segment of Mountain View Road from Sixth St to Joseph St. The construction contract for the project was awarded by the Idaho Transportation Board last December to Western Construction of Lewiston, Idaho in the amount of $2,188,016.60. A request for qualifications was issued by ITD for construction engineering and inspection on December 1, 2021, and one qualified engineering firm responded by the December 14th deadline. A five-person panel (two LHTAC engineers and three City Staff) independently rated the statement of qualification and a consensus was reached on the selection of J-U-B Engineers, Inc. The professional services agreement between the City of Moscow and J-U-B Engineers, Inc. was negotiated on Tuesday, March 1, 2022 in the amount of $247,167.00. This amount equates to 11.3% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project of this complexity. The agreement has been reviewed and approved by the City Attorney. This was reviewed by the Public Works / Finance Committee March 28, 2022 and recommended for approval.

ACTION: Approve the Professional Services Agreement with J-U-B Engineers, Inc.

DRAFT

D. Child Pedestrian Safety Grant Award - Nate Suhr / Alisa Anderson

In 2021, the Local Highway Technical Assistance Council (LHTAC), a State organization, announced a new round of grant funding under the Children Pedestrian Safety (CPS) Program. This program requested shovel ready projects with a maximum award set at $250,000. City staff identified the area around Moscow Middle School as an excellent candidate for the grant and submitted an application in December 2021. The project includes pedestrian improvements at the intersection of 'D' Street and Mountain View Road and the intersection of 'B' Street and Cleveland Street. On February 23, 2022, the City was notified the request ranked 5th out of 50 applications and was recommended for approval. The attached agreement outlines the conditions of the award. This was reviewed by the Public Works/Finance Committee on March 28, 2022 and recommended for approval.

ACTION: Approve the execution of the LHTAC/Local Agreement - 2021 Children Pedestrian Safety (CPS) Program Mountain View Corridor, City of Moscow, CPS#5.

E. Transportation Alternatives Program South Main Pedestrian Underpass State/Local Agreement - Nate Suhr / Alisa Anderson

In 2018, the City and the Moscow Urban Renewal Agency (MURA) jointly funded a study to assess the feasibility of the construction of a pedestrian underpass on South Main/U.S. 95 just south of the US Hwy. 95/S.H. 8 intersection. In February of 2020, the City applied for a Transportation Alternatives Program (TAP) grant administered by the Idaho Transportation Department (ITD). On March 18, 2020, ITD announced the City received a notification of award to receive federal funding of $499,644 for the project. The awarded project will construct a bike/pedestrian underpass in the existing stream banks of Paradise Creek at the US Hwy. 95 crossing. The underpass will allow pedestrians and bicyclists to cross under US Hwy. 95 on a new Paradise Path connection without needing to cross US Hwy. 95, disrupting traffic flow on a busy section of the highway. The underpass will significantly improve pedestrian connectivity and safety and be constructed similar to the recently completed Styner/White underpass on Hwy. 8. The new path extension will be 710 feet long and 10 feet wide connecting to an existing route on Paradise Path leading to the Intermodal Transit Center, University of Idaho campus with adjacent connections to Gritman Medical Center, student housing and downtown Moscow. The project is scheduled to be designed in 2022 and construction during the summer of 2023. This item was reviewed by the Public Works/Finance Committee on March 28, 2022 and recommended for approval.

ACTION: Approve the execution of the State/Local Agreement (Design and Construction)Project No. A022(943) Key 22943 US-Highway 95 Pedestrian Underpass and the corresponding Resolution.

F. Consideration of Janitorial Services Bid Results – David Schott

The City published an invitation to bid for custodial services for certain City buildings on February 19, 2022 and February 26, 2022. In addition to the published invitation to bid, seven (7) custodial services were sent the invitation to bid. Moreover, the invitation to bid was posted on the City website. Bid opening for custodial services took place on March 9, 2022, at which time two (2) bids were received. The Garson Group, LLC was the low bidder for Module #1, Module #2, Module #3, Module #5, and Module #6 in the amount of $315,600 for the three (3) year proposed agreement from October 1, 2022 through September 30, 2025. EVCAR, Inc. dba Service Master Building Maintenance was the low bidder for Module #4 in the amount of $30,847.56 for the three (3) year proposed agreement from October 1, 2022 through September 30, 2025. This was reviewed by the Public Works/Finance Committee on March 28, 2022 and recommended for approval.

ACTION: Accept the low bid from The Garson Group, LLC for Module #1, Module #2, Module #3, Module #5, and Module #6 in the amount of $315,600 and accept the low bid from EVCAR, Inc. dba Service Master Building Maintenance in the amount of $30,847.56 for Module #4.

DRAFT

G. Moscow Renaissance Fair Beer and Wine Garden Request – David Schott

Moscow Renaissance Fair is requesting that the City Council approve a Resolution allowing them to have a beer and wine garden provided by a licensed vendor in East City Park for Moscow Renaissance Fair 2022, between the hours of 11:00 a.m. and 7:30 p.m. local time on April 30, 2022, and 11:00 a.m. and 5:00 p.m. local time on May 1, 2022. The event is open to the public. The location of the beer garden is located northeast of the stage at the north end of the asphalt. The Moscow Police Department has reviewed the request and require two (2) security personnel on site during the permitted event as described in the proposed Resolution. No City police officers are required. This was reviewed by the Public Works/Finance Committee on March 28, 2022 and recommended for approval.

ACTION: Approve the Resolution authorizing the beer and wine garden request for Moscow Renaissance Fair 2022.

H. Earth Day Celebration Beer and Wine Garden Request – David Schott

Inland North Waste is requesting that the City Council approve a Resolution allowing them to have a beer and wine garden provided by a licensed vendor in East City Park for Earth Day 2022, between the hours of 4:00 p.m. and 7:00 p.m. local time on April 22, 2022. The event is open to the public and is the first beer and wine garden request from Inland North Waste. The location of the beer garden is located to the southwest of the stage. The Moscow Police Department has reviewed the request and require two (2) security personnel on site during the permitted event as described in the proposed Resolution. No City police officers are required. This was reviewed by the Public Works/Finance Committee on March 28, 2022 and recommended for approval.

ACTION: Approve the Resolution authorizing the beer and wine garden request for Earth Day 2022.

Zabala moved and Laflin seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

No appointments proposed.

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

Elizabeth Landis (Moscow) went through the climate action plan schedule for public input and didn't feel it provided the appropriate public and citizen input for Council to hear. She requested a public hearing on the topic to allow for more interaction. Bettge said there is a workshop coming up on April 25 and public testimony will be taken. A public hearing is a bit more formal then what is needed.

4. Citizen Commission Report - Fair and Affordable Housing Commission - Aimee Hennrich / Randy Baukol

Hennrich introduced Randy Baukol, chair of the Fair and Affordable Housing Commission. Baukol went through commission duties and members. Last year the Commission had many opportunities for outreach and education. Projects included tenant rights and responsibilities, distributing flyers and handouts on landlord rights, and partnered with ASUI and the U of I Legal Aid Clinic. For 2022, the Commission will continue work on updating the Assessment of Fair Housing and Analysis of Impediments and hold a Fair Housing Training Event. The survey that was sent out was a random sampling, not a specific target of people.

DRAFT

5. Moscow Volunteer Fire Dept Annual Report – Brian Nickerson

Nickerson went through the incidents in 2021 which included rescue and EMS, false alarms, and good intent calls. 2021 was a record year at 2822 incidents. False alarms increased from 169 in 2020 to 256 in 2022. He presented graphs breaking down the number of incidents in 2019, 2020 and 2021. A 7-year call volume history since 2015 grew from 2333 to 2922. Events the department participated throughout the year include career fairs, fire prevention public relations and team escorts. Current projects include completing specifications for new engine 20, placing the order in April; recruitment and retention of community volunteers; the resident program which is a high priority; and collaborating with volunteers for incentive points and participation stipends. There is a new rating system through the ISO and the department will be re-rated in April.

6. American Rescue Plan Act (ARPA) Small Business and Non-Profit COVID-19 Recovery Grant Program (ACTION ITEM) - ARPA Review Committee

Resolution 2021-30, approved by City Council on December 20, 2021, established the ARPA Small Business and Non-Profit COVID-19 Recovery Grant Program. This program identified a maximum grant award of up to $15,000 for eligible small businesses and $25,000 for community and social service non-profits, located in the City of Moscow. The Program established a three-member Review Committee to review requests for compliance and make recommendations to City Council. The Committee is recommending denial of two (2) and approval of three (3) small business grant requests, as well as approval of two (2) non-profit grants.

PROPOSED ACTIONS: Staff recommends separate actions as follows:

1. Denial of the College Cabs and Pour Company (ineligible) grant applications; and
2. Individual approval and funding amounts or other actions as stated in the attached Memo for each of the following:
    a. Deep Roots Farm
    b. Healing Point
    c. Café Artista
    d. Moscow Food Bank
    e. Latah Recovery Center
3. Or provide staff further direction.

Riddle introduced the item as written above. The applications before the City Council are the first set of applications received, which include 11 small business applications and 13 non-profit applications. Riddle went through the organizations that qualify as a non-profit. The Latah Recovery Center (LRC) is requesting $200,000 to help establish an Oxford home and the Moscow Food Bank to renovate the current building to serve more people facing food insecurity. Both applications meet the qualifications. The resolution allows for small businesses an amount up to $15,000 unless otherwise approved by City Council. That clause was not included in the resolution in regards to non-profits. Staff recommends that if the Council wishes to grant the Latah Recovery Center a grant, that $25,000 be approved and if funding remains, to consider amending the resolution to grant additional funding.

Anderson said five applications for small businesses were received. College Cabs LLC was not recommended for approval as their address is in Pullman. While the business does have a few cabs in Moscow, their main business location is in Pullman. Pour Company opened in 2020 and in sticking with the resolution, would not be eligible for the program. Stefen Yauchzee, owner said he didn't qualify for PPP funding but felt he still needed to apply for this grant program.

Anderson explained the other applications included Deep Root Farms, Healing Point and Café Artista, all of which qualified for the program with more than 25% reduction of net income.

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Greg Freistadt, owner of Deep Roots Farm, said he appreciated being able to apply as they didn't get approved for PPP.

Megan Baumgartner said the numbers speak for themselves. She appreciates the opportunity to apply and supplement her lost income. She is grateful that her business is still open.

Bev Bafus appreciated the opportunity to apply. Business is on the rise but Jan and Feb were still bad however, everyone was able to continue employment.

Laflin moved to approve funding amount of $15,000 each for Deep Roots Farms, Healing Point LLC and Café Artista as each met the criteria of the grant program. Taruscio seconded. Lewis said she will abstain from the small business grant portion of the item. Parker acknowledged all the businesses are providing valuable services in Moscow. It has been a difficult two years and she is glad everyone can support them. Bettge encouraged citizens to patronize the local businesses to support and keep them open. Roll Call Vote: Ayes: Five (5). Nays: None. Abstentions: One (Lewis). Motion carried.

Zabala moved to deny the application of College Cabs based on ineligibility. Laflin seconded. Roll Call Vote: Ayes: Five (5). Nays: None. Abstentions: One (Lewis). Motion carried.

Parker moved to deny the application of Pour Company for the ARPA grant funding. Seconded by Kelly. Roll Call Vote: Ayes: Five (5). Nays: None. Abstentions: Lewis. Motion carried.

Anderson said the Food Bank has been in existence for 40 years on the site of St. Mary's Church. The grant would allow for a remodel and upgrade of electrical and plumbing, providing a larger space for shelf stable items and housewares.

Linda Nichols and Jeff Helbling, said they had planned on renovating the house and expand services. The $25,000 won't complete the whole project but will be a good start. Zabala said she has dropped off goods and knows how big, not so big, the space is. Kelly asked what changes did the food bank experience and Nickols responded that initially the need increased until food stamps were augmented which stabilized the need. In June, food stamps were reduced to the standard amount which increased the need at the food bank again. With gas prices increasing, the need will increase again.

Taruscio moved to award the Moscow Food Bank the $25,000.Laflin amended the motion to approve the award of $25,000 as requested by the applicant and waive requirement of at least one employee and not require tax returns as stated in the program requirements. Taruscio accepted the amendment and Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Darrell Keim said the Oxford House is a type of safe and sober house and is an evidence based program. Once building, it is a self-funding project and some profits are set aside for future Oxford houses. The Latah County Commissioners have funded the program generously. The only Oxford houses in Idaho are in Lewiston and Keim is not aware of any issues with them. LRC would hire a property management business to handle the house, allowing LRC to serve as a typical landlord with limited profits. Oxford house makes money on state contracts, not rent from the house.

Laflin moved to table the decision on the LRC and move to direct staff to amend the resolution Exhibit A Section 3, Social Services to add the language "unless otherwise approved by Council". Belknap confirmed the direction is for staff to amend the resolution and bring it back to City Council at the next meeting. Laflin agreed. Belknap added that the resolution did not include the exception language as the award was larger than the small business award.

DRAFT

Zabala asked Keim his timeline. Keim said the sooner or better as the home owner has been reviewing housing and the fair market value has gone up $50,000 in three months.

Council asked for clarification of the motion. Belknap said it was to table the consideration of the grant application for LRC and direct staff to prepare an amended resolution that would give council the authority to grant an award in excess of $25,000 for Council consideration at the next Council meeting. Parker seconded the motion.

Belknap also explained Council could award the $25,000 to LRC now and amend the resolution at the next meeting or award LRC $25,000 now and evaluate how much funding is remaining after 60 days. Nothing is precluding the Council in granting the $25,000 now. If the resolution is updated, staff will need to notify the 10 additional non-profits that submitted applications that there is a change in the program should they wish to amend their application. The opportunity for the extra funding would have to be open to all possible non-profits. There are 10 non-profit applications pending.

Laflin truly believes there was an error in the resolution. Taruscio cautioned the Council that there is a lot of need in the community and it needs to be fair. It is a lot of work for non-profits to go back through their applications. She agrees with tabling the LRC application and look at all the non-profits equally.

Kelly asked if the resolution is amended to include the change, could Moscow Food Bank apply for more and Belknap said his interpretation would be yes. Anderson said there may only be one or two more non-profits that would be eligible beyond the applications already received. Taruscio would like to see more media for awareness to small businesses. Kelly shared she didn't think it is equitable to get it done as soon as possible so the LRC can purchase a house and Council needs to look at the whole before making a decision. Bill said the modifications to the resolution will be easy but after informing applicants that limits have been expanded, it may take the applicants longer to amend their applications.

Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Lewis said she abstained from the small business grant motion as when the program came to fruition in 2021, she had concerns how the grant program was written. She was more comfortable with non-profit section and wanted to honor the intent of the program.

7. Reaffirm Fair Housing Resolution No. 2021 - 06 (ACTION ITEM) - Alisa Anderson

As an Idaho Department of Commerce, Idaho Community Development Block Grant (CDBG) Grantee, the City is required to follow practices and obligations to Affirmatively Further Fair Housing in Moscow. As a Grantee receiving CDBG funding, the City must certify they will take actions to Affirmatively Further Fair Housing, including issuing a proclamation declaring April as Fair Housing Month and adoption of a resolution to this effect. This item was reviewed by the Public Works/Finance Committee on March 28, 2022 and recommended for approval.

PROPOSED ACTIONS: Reaffirm the Fair Housing Resolution No. 2021-06; or take other action deemed appropriate.

Anderson said over the past few years the City has been more aggressive in updating the resolution and this year needs no changes. Also required is advertisement of the resolution for further public outreach. This would meet the requirements for the current block grant applications for two park grants and the existing grant application for a fire engine. Taruscio moved to reaffirm the Fair Housing Resolution No. 2021-06. The motion was seconded by Kelly. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

DRAFT

8. Set FY2023 Budget Hearing Date (ACTION ITEM) - Bill Belknap

Per Idaho Code 63-802(A) the City is required to notify Latah County of the public hearing date for the City's annual budget no later than April 30 each year. Staff is requesting that the Council officially set the date for the FY2023 Budget hearing for August 1, 2022 so the Notification of Budget Hearing form can be completed and returned to the Latah County Auditor's Office as required.

PROPOSED ACTIONS: Set August 1, 2022 as the public hearing date for the City of Moscow FY2023 budget, or take other action deemed appropriate.

Belknap introduced the item as written above. Having no questions, Zabala moved, Lewis seconded, to set August 1, 2022 as the public hearing date for the City of Moscow FY2023 budget. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Historic Preservation Commission – Kelly said the Commission is still looking at a U of I historic district and getting ready for the Orchid awards, which nominations are still being accepted through the end of June.

Sustainable Environment Commission – Parker reported the Commission had a solid waste management presentation and reviewed earth day award recommendations for the Mayor.

Council members also reported on other meetings and events.

Mayor

Mayor Bettge said he attended the ribbon cutting at Washington State University. He also attended the PowWow at the ICCU. He reminded Council of the City/County/U of I/Moscow School District.

Staff

No report provided.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:59 p.m.

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Arthur D. Bettge, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

DRAFT

CITY COUNCIL STAFF REPORT

DATE: Monday, April 18, 2022

AGENDA ITEM TITLE

Disbursement Report March 2022 - Sarah Banks

RESPONSIBLE STAFF	REVIEWED BY
Sarah Banks, Finance Director	This was approved by the Public Works/Finance Committee on April 11, 2022.

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

DESCRIPTION

Accounts Payable Report for the month ending March 31, 2022. A summary of the major expenditures has been approximated by category and represents 94% of the total expenditure of $2,421,395.89

Payroll	$1,142,963.00
Professional Services	$119,283.00
Sanitation	$318,002.00
Capital Outlay	$42,806.00
Capital Outlay-Improvements	$168,103.00
Capital Outlay-Buildings	$51,095.00
Capital Outlay-Vehicles	$12,240.00
Supplies	$95,007.00
Utilities	$86,655.00
Contractual Payments	$206,750.00
ACH Wells Fargo	$40,272.00
Total	**$2,283,176.00**

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of March 2022.

PROPOSED ACTIONS

ACTION: Receive the Disbursements Report for the month of March 2022.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report for March 2022
2. Revenue Report for March 2022
3. Cash & Investments March 22
4. Major Expenditures Report for March 2022

DISBURSEMENTS REPORT FOR MARCH 2022

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		3/3/2022	3/10/2022	3/17/2022	3/24/2022	3/31/2022	3/15/2022 3/28/2022	3/11/2022		3/11/2022	3/25/2022	
BATCH #		AP 3.04.2022	AP 3.11.2022	AP 3.18.2022	AP 3.25.2022	AP 4.1.2022	AP 3.15.2022 AP 3.28.2022	AP 3.11.2022		ID33	ID34	
CHECK #'s		100927-100993	100994-101076	101077-101129	101130-101171	101172-101232	March's CC ACH's	March's ACH's		21525	21526	
Fund #												
101	GENERAL	82,530.68	27,967.84	10,657.03	6,568.58	15,532.11	15,916.33			350,045.04	360,796.85	**870,014.46**
105	STREETS	18,458.53	34,504.52	13,166.20	629.68	426.68				21,898.80	23,193.31	**112,277.72**
120	RECREATION AND CULTURE	32,805.38	7,147.15	2,892.30	6,010.60	12,410.63	7,507.56			57,051.30	58,272.55	**184,097.47**
121	MSD COMM. PLAY FIELDS	426.52	99.93	75.98	810.03	2,840.00				2,316.30	2,376.25	**8,945.01**
123	1912 CENTER	12,079.70										**12,079.70**
128	TRANSIT CENTER	2,523.87	242.12	1,182.76		1,012.09						**4,960.84**
220	WATER	28,058.09	25,599.55	28,038.94	15,566.70	13,837.86	1,762.72			47,420.84	48,181.86	**208,466.56**
230	SEWER	27,914.32	35,977.23	65,845.83	35,692.68	6,943.26	4,132.66	18,131.38		43,652.59	45,212.59	**283,502.54**
235	STORMWATER	3,367.76	397.73	162.96	52.25	4.11	1,011.29			8,564.43	8,625.88	**22,186.41**
240	SANITATION	1,215.83	92,043.38	200.00		2,499.52	171.84	211,136.05		7,524.74	7,684.44	**322,475.80**
290	FLEET	4,592.90	8,021.53	14,706.26	5,140.00	9,103.91	3,104.19			12,121.99	12,281.45	**69,072.23**
295	INFORMATION SYSTEMS	10,312.58	9,260.32		11,531.99		6,665.80			12,718.74	13,022.85	**63,512.28**
320	WATER CAPITAL PROJECTS	39,422.96	621.48	1,906.55								**41,950.99**
330	SEWER CAPITAL PROJECTS	121,057.67		1,840.72								**122,898.39**
335	STORMWATER CAPITAL PROJECTS	960.92		1,858.09	219.00							**3,038.01**
340	SANITATION CAPITAL PROJ			5,474.04								**5,474.04**
350	CAPITAL PROJECTS	37,456.03	25,208.66		11,488.59	12,290.16						**86,443.44**
355	LID CONSTRUCTION											**0.00**
380	HAMILTON - PARKS & REC											**0.00**
590	BONDS & INTEREST											**0.00**
941	PAYROLL CLEARING FUND											**0.00**
	TOTAL	**423,183.74**	**267,091.44**	**148,007.66**	**93,710.10**	**76,900.33**	**40,272.39**	**229,267.43**	**0.00**	**563,314.77**	**579,648.03**	**2,421,395.89**

_____ **Maureen Laflin**

_____ **Gina Taruscio**

_____ **Hailey Lewis**

_____ **Sarah L. Banks, Finance Director**

RECEIPTS REPORT FOR MARCH 2022

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	66,668.30	120,331.41	79,460.10	0.00	137,540.12	9,013.24	28,215.13	25,456.60	1,500.00	4,477.67	472,662.57
105	STREETS	8,815.31	0.00	0.00	0.00	25,189.77	0.00	0.00	705.34	0.00	0.00	34,710.42
120	RECREATION AND CULTURE	0.00	0.00	125.00	0.00	43,982.71	0.00	0.00	8.00	0.00	-0.96	44,114.75
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,721.92	0.00	0.00	0.00	0.00	0.00	0.00	5,721.92
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	1,510.82	0.00	0.00	0.00	0.00	0.00	1,510.82
220	WATER	0.00	0.00	0.00	0.00	481,736.13	0.00	800.75	0.00	0.00	0.00	482,536.88
230	SEWER	0.00	0.00	0.00	0.00	618,439.32	0.00	356.27	252.21	0.00	0.00	619,047.80
235	STORMWATER	0.00	0.00	0.00	0.00	48,321.54	0.00	0.00	0.00	0.00	0.00	48,321.54
240	SANITATION	0.00	0.00	0.00	0.00	477,788.34	0.00	0.00	0.00	0.00	0.00	477,788.34
290	FLEET	0.00	0.00	0.00	0.00	74,731.75	0.00	0.00	0.00	0.00	0.00	74,731.75
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	118,153.00	0.00	0.00	0.00	0.00	0.00	118,153.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	50.00
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	0.00	0.00	0.00	0.00	997.43	0.00	0.00	972,006.00	973,003.43
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	265.53	0.00	0.00	0.00	265.53
590	BOND & INTEREST	10,603.27	0.00	0.00	0.00	0.00	0.00	83.06	0.00	0.00	0.00	10,686.33
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	**86,086.88**	**120,331.41**	**79,585.10**	**5,721.92**	**2,027,393.50**	**9,013.24**	**30,718.17**	**26,472.15**	**1,500.00**	**976,482.71**	**3,363,305.08**

City of Moscow
Cash and Investments
Balances as of 3/31/2022

Fund	Year to Date Balance	PY Balance	Difference
General Fund	$ 8,179,090.95	$ 8,132,196.79	$ 46,894.16
Street Fund	$ 2,650,385.33	$ 1,661,738.49	$ 988,646.84
Culture & Recreation	$ 1,349,041.72	$ 1,219,123.28	$ 129,918.44
MSDCPF	$ 208,391.58	$ 181,831.17	$ 26,560.41
1912 Fund	$ 58,367.84	$ 57,521.02	$ 846.82
Transit Center	$ 108,938.55	$ 100,198.38	$ 8,740.17
Water Fund	$ 2,785,064.15	$ 2,453,390.27	$ 331,673.88
Sewer / WRRF	$ 3,629,582.94	$ 4,059,400.04	$ (429,817.10)
Stormwater	$ (61,927.94)	$ -	$ (61,927.94)
Sanitation Fund	$ 3,238,833.55	$ 2,904,814.75	$ 334,018.80
Fleet Fund	$ 5,785,112.45	$ 4,749,933.01	$ 1,035,179.44
Information Systems	$ 4,950,001.33	$ 2,631,701.13	$ 2,318,300.20
Water Capital	$ 7,152,525.21	$ 6,624,875.10	$ 527,650.11
Sewer Capital	$ 16,045,664.05	$ 14,315,226.25	$ 1,730,437.80
Stormwater Capital	$ 418,381.98	$ -	$ 418,381.98
Capital Projects	$ 6,443,364.51	$ 9,446,612.39	$ (3,003,247.88)
Sanitation Capital	$ 6,959,900.81	$ 6,545,091.10	$ 414,809.71
LID construction	$ 26,650.20	$ 26,515.81	$ 134.39
Hamilton	$ 1,797,022.66	$ 2,108,476.50	$ (311,453.84)
Bond & Interest	$ 889,036.39	$ 688,470.42	$ 200,565.97
LID Funds	$ 35,611.11	$ 35,772.39	$ (161.28)
Payroll Service	$ 1,169,452.15	$ 995,181.46	$ 174,270.69
Total Cash & Investments	**$ 73,818,491.52**	**$ 68,938,069.75**	**$ 4,880,421.77**

Major Expenditures for March 2022

Professional Service

Aspect Consulting, LLC Moscow user fee study through 1.28.2022	$ 2,747.25
Evcar, Inc. Janitorial services for multiple City locations	$ 5,573.33
Youmans Excavation Service, LLC Snow Removal (107.5 loads)	$ 12,090.00
Ziply Fiber PRI phone lines and long distance 2/19/22 - 3/18/22	$ 4,489.02
Ziply Fiber PRI lines - long distance - e911 3/19/22 - 4/18/22	$ 5,389.94
Financial Consulting Solutions Group Sanitation Rate Study Update	$ 3,152.50
J-U-B Engineers, Inc. Professional Services for WRRF facility plan 1/30/22 - 2/26/2022	$ 10,305.60
Duke's Root Control, Inc. Job number 22-0147 pipe sewer root control	$ 39,003.57
Duke's Root Control, Inc. Pipe sewer root control	$ 14,868.42
Thompson Development, LLC Refund of One Year Warranty period for Southview Ext. project	$ 12,344.25
Itron, Inc. Software Maintenance and other - FCS SFTW	$ 2,586.61
Pullman's Softball Officials Association Basketball & Volleyball officials Rec. 2021-2022	$ 6,732.00
	$ 119,282.49

Capital Outlay-Vehicles

Quality Trailer Sales New Trailer for Parks (#7-86)	$ 12,240.00
	$ 12,240.00

Capital Outlay-Buildings

Wellens Farwell, Inc. Contractors Payment Moscow PD #20	$ 36,970.49
Boise River Fence, Inc. PD Gate heat mats	$ 3,790.00
Blind Systems, Inc. Haddock Blng install blinds 2nd floor corridor	$ 10,335.00
	$ 51,095.49

Sanitation

Finley Buttes Landfill Garbage	$ 88,734.92
Latah Sanitation (ACH)	$ 229,267.43
	$ 318,002.35

Supplies

Enviro-Clean Equipment, Inc. Rotojet Nozzle for VacCon (2-80)	$ 3,311.77
Oxarc, Inc. Chlorine and SO2	$ 3,472.43
R.J Thomas MFG.CO., Inc. Parks 2x benches and arm rests	$ 2,656.00
Moscow Volunteer Fire Department and Ambulance Helmets	$ 2,700.00
Newman Signs, Inc. Restock blank signs	$ 6,821.65
Access Unlimited & Security, Inc. Gate door controller with reads and fobs	$ 8,310.19
Phillip R. Stradley Wiring for the EV stations	$ 6,951.58
Phillip R. Stradley Transducer wiring for the filter plant pressure transducers	$ 5,355.05
Totem Pacific Corp. Salt for MIOX unit at Well #10	$ 2,655.40
Dan Barnes Painting Painting of interior of control building	$ 9,500.00
Mohawk Lifts, LLC Filter crusher	$ 2,775.18
Oxarc, Inc. Chlorine and SO2	$ 3,933.33
Smith & Loveless, Inc. Pista retrofit equipment pump	$ 19,049.00
Water Quality Solutions, LLC Hordemann Pond water circulator Pay App #2 final balance paid in full	$ 5,850.00
CargoRaxx, LLC Canisters and fire ext. mounts for cop cars	$ 3,455.72
J.R Simplot Company MSDCP fertilizer	$ 2,840.00
Jeff's Electric, Inc. New LED lights for Bldg. A	$ 5,369.95
	$ 95,007.25

Capital Outlay- Improvements

M.L Albright & Sons, Inc. S. US95 Water Sewer Extension payment application 1	$ 158,704.38
R.J Thomas MFG.CO., Inc. Ghormley Pickleball ball court benches	$ 3,799.00
Welch-Comer Engineers TO #6 Lilly Street: 'A' st. to 3rd Street	$ 5,600.00
	$ 168,103.38

Utilities

Avista Utilities February 2022	$ 86,654.60
	$ 86,654.60

Payroll

$ 1,142,962.80

Contractual Payments

Heart of the Arts	$ 10,750.00
Humane Society of the Palouse	$ 4,434.67
Moscow Volunteer Fire Dept	$ 1,750.00
Moscow Chamber of Commerce, Inc.	$ 4,250.00
Infosend, Inc.	$ 3,471.24
ICRMP	$ 139,862.50
American Building Maintenance Co. - 3 months	$ 18,919.17
Alta Science and Engineering, Inc.	$ 14,902.70
Civic Plus, Inc.	$ 4,410.00
Latah Recovery Community Center, Inc	$ 4,000.00
	$ 206,750.28

ACH Wells Fargo

Commercial Card Expense - March 4th	$ 6,309.08
Commercial Card Expense - March 11th	$ 8,244.88
Commercial Card Expense -March 18th	$ 11,932.06
Commercial Card Expense - March 25th	$ 13,786.37
	$ 40,272.39

Capital Outlay

H.D. Flowler Company Service line couplings for Edington Addition	$6,425.14
Precision Concrete Cutting Second to Sixth Street Concrete Cutting	$ 21,220.96
Consolidated Supply Co. Meter box partial order for Ridgeview addition	$ 2,821.01
Aspect Consulting, LLC Paradise Creek Flood Hazard Mitigation Study	$ 7,447.04
Consolidated Supply Co. Boxes & Setters for Harvest Hills addition	$ 4,891.44
	$42,805.59

Major Expenditures $ 2,283,176.62 94% of the total expenditures of $2,421,395.89

Large Expenditures

Duke's Root Control, Inc. Job number 22-0147 pipe sewer root control	$ 39,003.57
Wellens Farwell, Inc. Contractors Payment Moscow PD #20	$ 36,970.49
M.L Albright & Sons, Inc. S. US95 Water Sewer Extension payment application 1	$ 158,704.38
ICRMP ICRMP Insurance Premium FY2022	$ 139,862.50
Precision Concrete Cutting Second to Sixth Street Concrete Cutting	$ 21,220.96
Total:	$ 395,761.90

CITY COUNCIL STAFF REPORT

DATE: Monday, April 18, 2022

AGENDA ITEM TITLE

Second Quarter Financial Report January 1 ,2022 to March 31, 2022 for FY2022 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

Staff presented the financial report for the second quarter of Fiscal Year 2022 to the Public Works / Finance Committee on April 11, 2022.

STAFF RECOMMENDATION

Receive the FY2022 Second Quarter Report.

PROPOSED ACTIONS

ACTION: Receive the FY2022 Second Quarter Report

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2nd Qtr Financials - Council

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending 9/30/2022

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

Fund	Original Budget	Final Budget	March-22 YTD	Percent of Year 50% Budget to Actual To Date
General Fund Revenues	18,625,348	18,625,348	9,954,573	53.45%
Salaries & Benefits	9,969,486	9,969,486	4,295,569	43.09%
Operations	4,183,651	4,183,651	1,731,216	41.38%
Capital Outlay	20,705	20,705	14,878	71.86%
Transfers	4,451,506	4,451,506	2,632,888	59.15%
Total General Fund Expenditures	18,625,348	18,625,348	8,674,551	46.57%
Street Department Revenues	3,453,593	3,453,593	1,463,304	42.37%
Salaries & Benefits	936,062	936,062	331,373	35.40%
Operations	1,299,881	1,299,881	437,046	33.62%
Capital Outlay	0	0	0	0.00%
Transfers	1,217,650	1,217,650	681,682	55.98%
Total Street Fund Expenditures	3,453,593	3,453,593	1,450,100	41.99%
Recreation & Culture Revenues	3,483,123	3,483,123	1,483,849	42.60%
Salaries & Benefits	2,077,936	2,077,936	687,562	33.09%
Operations	1,362,212	1,362,212	396,207	29.09%
Capital Outlay	29,300	29,300	9,985	34.08%
Debt Service	0	0	0	0.00%
Transfers	13,675	13,675	13,675	100.00%
Total Parks & Rec Expenditures	3,483,123	3,483,123	1,107,429	31.79%
MSD Community Playfields Revenues	157,331	157,331	70,670	44.92%
Salaries & Benefits	75,414	75,414	29,149	38.65%
Operations	77,906	77,906	14,552	18.68%
Transfers	4,011	4,011	4,011	100.00%
Total MSD Community Playfields	157,331	157,331	47,712	30.33%
1912 Center Revenues	156,700	156,700	69,612	44.42%
Operations	140,100	140,100	67,159	47.94%
Capital Outlay	16,600	16,600	0	0.00%
Total 1912 Center Expenditures	156,700	156,700	67,159	42.86%
Transit Center Revenues	30,946	30,946	27,695	89.49%
Operations	30,946	30,946	15,293	49.42%
Total Transit Center Fund	30,946	30,946	15,293	49.42%
Water Fund Revenues	7,198,234	7,198,234	2,960,175	41.12%
Salaries & Benefits	1,400,363	1,400,363	592,624	42.32%
Operations	2,230,890	2,230,890	678,732	30.42%
Capital Outlay	202,000	202,000	49,047	24.28%
Debt Service	268,222	268,222	97,438	36.33%
Transfers	3,096,759	3,096,759	1,629,645	52.62%
Total Water Fund Expenditures	7,198,234	7,198,234	3,047,485	42.34%
Sewer Fund Revenues	8,887,421	8,887,421	4,276,618	48.12%
Salaries & Benefits	1,331,675	1,331,675	560,899	42.12%
Operations	2,235,350	2,235,350	1,003,011	44.87%

Capital Outlay	168,000	168,000	54,798	32.62%
Debt Service	1,105,738	1,105,738	679,072	61.41%
Transfers	4,046,658	4,046,658	2,080,494	51.41%
Total Sewer Fund Expenditures	8,887,421	8,887,421	4,378,274	49.26%
Stormwater Fund Revenues	1,251,924	1,251,924	628,451	50.20%
Salaries & Benefits	444,500	444,500	97,154	21.86%
Operations	300,948	300,948	32,662	10.85%
Capital Outlay	25,000	25,000	0	0.00%
Debt Service	0	0	0	0.00%
Transfers	481,476	481,476	379,776	78.88%
Total Sewer Fund Expenditures	1,251,924	1,251,924	509,591	40.70%
Sanitation Fund Revenues	6,434,992	6,434,992	3,068,928	47.69%
Salaries & Benefits	192,284	192,284	89,694	46.65%
Operations	4,794,678	4,794,678	1,914,322	39.93%
Capital Outlay	0	0	0	0.00%
Transfers	1,448,030	1,448,030	724,022	50.00%
Total Sanitation Fund	6,434,992	6,434,992	2,728,038	42.39%
Fleet Management Revenues	4,283,466	4,283,466	2,108,021	49.21%
Salaries & Benefits	315,514	315,514	148,225	46.98%
Operations	2,878,452	2,878,452	224,725	7.81%
Capital Outlay	1,086,000	1,086,000	511,500	47.10%
Debt Service	3,500	3,500	0	0.00%
Transfers	0	0	0	0.00%
Total Fleet Management Expenditures	4,283,466	4,283,466	884,450	20.65%
Information Systems	3,936,689	3,936,689	1,198,798	30.45%
Salaries & Benefits	562,192	562,192	172,661	30.71%
Operations	1,707,230	1,707,230	398,785	23.36%
Capital Outlay	1,663,267	1,663,267	144,362	8.68%
Transfers	4,000	4,000	4,000	100.00%
Total Information Systems Expenditures	3,936,689	3,936,689	719,808	18.28%
Revenue for Miscellaneous Funds				
Water Construction Fund	11,703,861	11,703,861	1,438,539	12.29%
Sewer Construction Fund	16,339,858	16,339,858	1,094,650	6.70%
Stormwater Capital Fund	74,400	74,400	437,200	587.63%
Sanitation Construciton Fund	7,237,293	7,237,293	192,985	2.67%
Capital Projects Fund	7,733,551	7,733,551	2,007,085	25.95%
LID Construction Fund	28,840	28,840	50	0.18%
Hamilton P & R	318,443	318,443	1,012	0.32%
Bond & Interest Debt Service Fund	1,048,000	1,048,000	639,152	60.99%
LID Bonded Debt Service Fund	31,343	31,343	0	0.00%
Total Miscellaneous Fund Revenue	44,515,589	44,515,589	5,810,674	13.05%
Expenses for Miscellaneous Funds				
Water Construction Fund	11,703,861	11,703,861	86,719	0.74%
Sewer Construction Fund	16,339,858	16,339,858	151,902	0.93%
Stormwater Capital Fund	74,400	74,400	18,818	25.29%
Sanitation Construciton Fund	7,237,293	7,237,293	0	0.00%
Capital Projects Fund	7,733,551	7,733,551	833,620	10.78%
LID Construction Fund	28,840	28,840	0	0.00%
Hamilton P & R	318,443	318,443	302,447	94.98%
Bond & Interest Debt Service Fund	1,048,000	1,048,000	141,450	13.50%
LID Bonded Debt Service Fund	31,343	31,343	0	0.00%
Total Miscellaneous Fund Expenses	44,515,589	44,515,589	1,534,956	3.45%
Total City Revenue (1)	102,415,356	102,415,356	33,121,364	32.34%
Total City Expenses	102,415,356	102,415,356	25,164,848	24.57%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report

CITY COUNCIL STAFF REPORT

DATE: Monday, April 18, 2022

AGENDA ITEM TITLE

Asphalt Rubber Chip - 2022 Bid Results and Contract Award - Todd Drage

RESPONSIBLE STAFF	REVIEWED BY
Todd Drage, Engineering Technician	Public Works Finance Committee

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

DESCRIPTION

The planned Pavement Preservation Program for FY2022 includes Asphalt Rubber (AR) Chip Seal road treatments to address multiple locations throughout the City. An AR chip seal is a proven method of road preservation, which uses recycled tire crumb in the asphalt binder to make chip seals more effective and longer lasting on heavily cracked and deteriorated streets. AR chip seals are primarily applied on residential and collector streets with heavy cracking and moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids for the project on March 14, 2022 for the 2022 Asphalt Rubber Chip Seal road treatment project. The base bid for the project includes 32,730 square yards of Type II Asphalt Rubber Chip Seal. The engineer's estimate for the project was $360,030.

Bids were opened on Tuesday, March 29, 2022. One responsive bid was received from Doolittle Construction LLC of Snoqualmie Washington for the amount of $327,300. A bid tabulation sheet is attached.

The Public Works/Finance Committee recommended approval of this item on April 11, 2022.

STAFF RECOMMENDATION

Approve the low responsive bid from Doolittle Construction, award the contract in the amount of $327,300, and, authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

ACTION: Approve the low responsive bid from Doolittle Construction, award the contract in the amount of $327,300, and, authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

FISCAL IMPACT

Funds for the project will be expended from the Street Fund Pavement Management Program line Item 350-150-770-83.

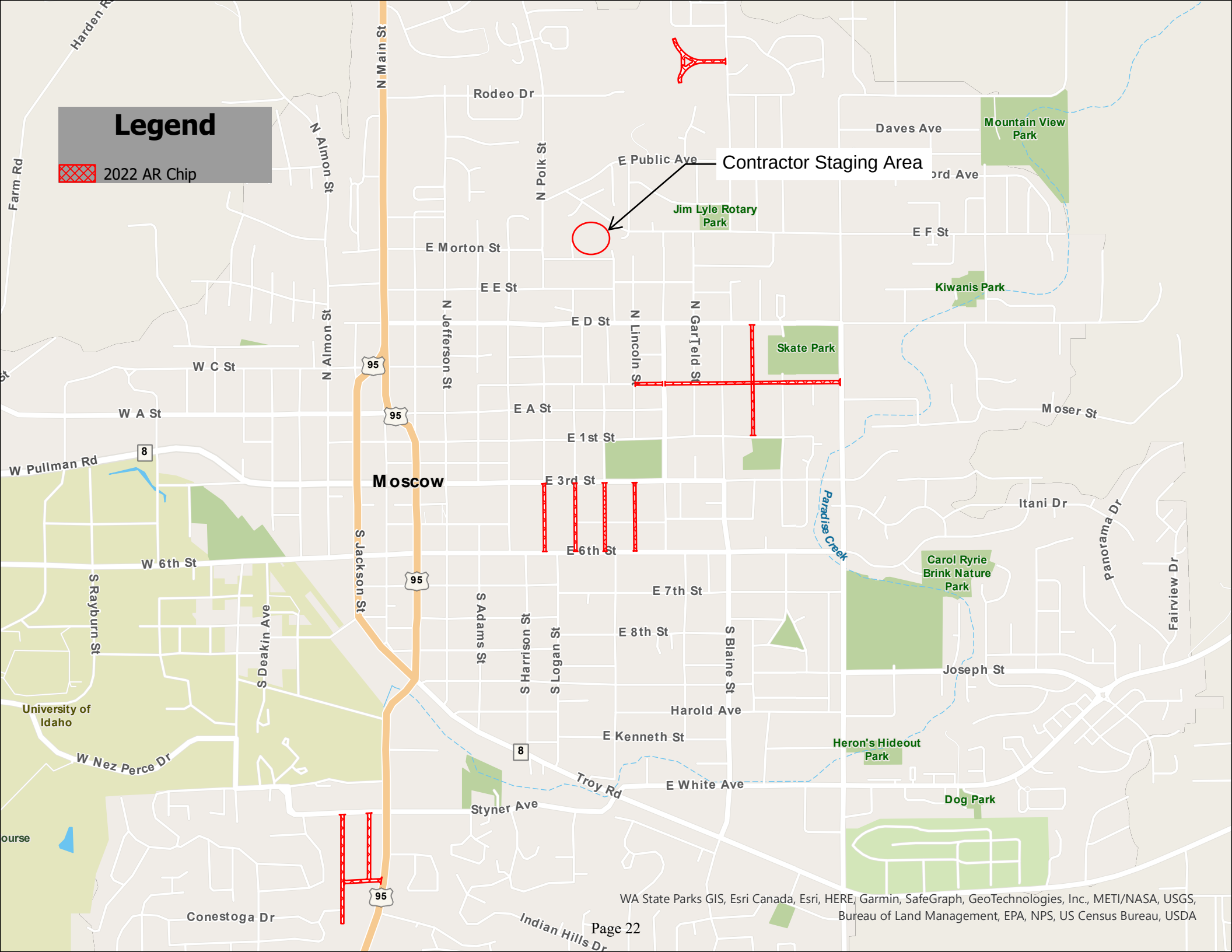
PERSONNEL IMPACT

This project will be managed by City of Moscow Streets Division Staff with assistance from Engineering Division Staff.

ATTACHMENTS

1. 2022 AR Chip Locations

2. Chip Seal Bid Tabulation
3. AR Chip ConstructionAgreement_final


Legend
2022 AR Chip
Contractor Staging Area
Moscow
N Main St
N Almon St
N Polk St
N Jefferson St
N Lincoln St
N Garfield St
S Jackson St
S Rayburn St
S Deakin Ave
S Adams St
S Harrison St
S Logan St
S Blaine St
Rodeo Dr
Daves Ave
E Public Ave
E Morton St
E E St
E D St
E F St
W C St
W A St
E A St
E 1st St
E 3rd St
E 6th St
E 7th St
E 8th St
W 6th St
W Pullman Rd
Harold Ave
E Kenneth St
E White Ave
Troy Rd
Styner Ave
Conestoga Dr
Indian Hills Dr
Joseph St
Itani Dr
Moser St
Panorama Dr
Fairview Dr
W Nez Perce Dr
Farm Rd
Harden Rd
Paradise Creek
Mountain View Park
Jim Lyle Rotary Park
Kiwanis Park
Skate Park
Carol Ryrie Brink Nature Park
Heron's Hideout Park
Dog Park
University of Idaho
95
8
WA State Parks GIS, Esri Canada, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

Asphalt Rubber Chip Seal - 2022
Bids Opened 3/29/2022

				Engineers Estimate		Bid From: Doolittle Construction	
Item No.	**Item Description**	**Qty.**	**Unit**	**Price**	**Total**	**Price**	**Total**
1	3/8" Asphalt Rubber Chip Seal Type II	32,730	SY	$10.00	$327,300.00	$9.000	$294,570.00
2	Fog Seal	32,730	SY	$1.00	$32,730.00	$1.000	$32,730.00
				TOTAL =	**$360,030.00**	**TOTAL =**	**$327,300.00**

CONSTRUCTION AGREEMENT FOR ASPHALT RUBBER CHIP SEAL 2022 BETWEEN CITY OF MOSCOW, IDAHO AND DOOLITTLE CONSTRUCTION LLC

THIS CONSTRUCTION AGREEMENT FOR ASPHALT RUBBER CHIP SEAL 2022 BETWEEN CITY OF MOSCOW, IDAHO, AND DOOLITTLE CONSTRUCTION LLC (hereinafter "Agreement"), dated this ____ day of _____, 2022, 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 Doolittle Construction LLC, 9350 Stone Quarry Road, Snoqualmie, Washington 98065 (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: Asphalt Rubber Chip Seal – 2022 **,** consisting of **128 pages**;
2. Bid Proposal of CONTRACTOR, dated March 29, 2022, see Attachment 'B', consisting of 5 pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C'; 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:

Asphalt Rubber Chip Seal - 2022

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed by August 18, 2022., 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 Twenty-Seven Thousand Three Hundred Dollars ($327,300.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Three Hundred Twenty-Seven Thousand Three Hundred Dollars ($327,300.00), 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, 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 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.

Anti-Boycott Against Israel Act. CONTRACTOR certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with I.C. 67-2346 will result in this Agreement being void as against public policy.

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:	CITY:
Doolittle Construction LLC	City of Moscow Engineering
9350 Stone Quarry Rd. Snoqualmie WA 98065	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:

Doolittle Construction LLC

_____

By:

CITY:

City of Moscow, Idaho

_____

Arthur D. Bettege, 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 _____, 2022, before me, a Notary Public in and for said State, appeared _____ known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Doolittle Construction LLC.

_____
Notary Public for the State of _____
Residing at_____
My commission expires_____

COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

ASPHALT RUBBER CHIP SEAL - 2022

CITY OF MOSCOW PROJECT NO. 110-022

CITY OF MOSCOW, IDAHO

Community Development
Engineering Division
504 S Washington Street
(208) 883-7034

Plans, Specifications and Proposal

For

ASPHALT RUBBER CHIP SEAL - 2022

CITY OF MOSCOW PROJECT NO. 110-022

CITY ENGINEER:
SCOTT BONTRAGER, P.E.

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APPENDIX I **1**

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the Community Development Building (Engineering Division) at 504 S. Washington Street, Moscow, Idaho 83843, and clearly marked "**Bid Enclosed – Asphalt Rubber Chip Seal - 2022**" until **2:00 p.m.,** prevailing local time, **Tuesday, March 29th, 2022**, for the following project:

ASPHALT RUBBER CHIP SEAL - 2022

At **2:15 p.m., on the same day**, all proposals will be publicly opened and read aloud in the Community Development Building, Main Floor Conference Room, at 504 S. Washington Street, Moscow, Idaho 83843.

This project consists of applying an Asphalt Rubber Chip Seal (Type II) followed by a Fog Seal at the following locations:

Road Locations	Area (SY)
Grant St – D St to 1st	4,300
Lincoln St - 3rd to 6th	2,620
Monroe - 6th to 3rd	2,650
Howard - 6th to 3rd	2,620
Polk - 6th to 3rd	2,600
Levick St - Lauder to Lathen	3,060
Lenter St - Lauder to End of Road	4,860
Lathen St - US-95 to Lenter	1,770
B St - Mt View to Hayes St	7,200
B St - Hayes St to Lincoln St	1,050
Total Area:	**32,730**

Complete digital Project Manual and Project Plans, 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" / "Asphalt Rubber Chip Seal – 2022"

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 **8145770**. 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 Community Development Building (Engineering Division), 504 S Washington Street, Moscow, ID 83843.

Questions should be directed to Tracy Ortiz., City of Moscow Engineering Division, 504 S Washington Street, Moscow, ID, via Email only at: Tortiz@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.

Tracy Ortiz, Deputy City Clerk

Publish Dates: March 12 & 19, 2022

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 ASPHALT RUBBER CHIP SEAL - 2022, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Community Development Building, 504 S Washington 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, Idaho 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 City 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 Works 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:

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 ASPHALT RUBBER CHIP SEAL - 2022 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

ASPHALT RUBBER CHIP SEAL - 2022

Item No.	Item Description	Quantity & Unit	Unit Price	Total Price
1.	Asphalt Rubber Chip Seal Type II	32,730 SY	$ _____	$ _____
2.	Fog Seal	32,730 SY	$ _____	$ _____
			BID TOTAL	$ _____

_____ _____
Firm Name of Bidder Bidders Mailing Address

_____ _____
Signature of Bidder Public Works License No.

_____ _____
Official Title State of Incorporation, if Incorporated

SEAL (If Incorporated)

Dated at _____

This _____ day of _____, 2022

CONSTRUCTION AGREEMENT

(DRAFT - DO NOT SUBMIT WITH BID)

THIS CONSTRUCTION AGREEMENT (hereinafter "Agreement"), dated this ____ day of _____, 2022, 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"):

W I T N E S S :

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

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

WHEREAS, CITY has accepted CONTRACTOR'S bid; and

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 the CITY and the CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through _____, (_) and the following:

1. Advertisement for Bids;
2. Project Specifications titled: ASPHALT RUBBER CHIP SEAL – 2022
   City of Moscow Project No. 110-022;
3. Bid/Proposal of the CONTRACTOR, dated _____, 2022, 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 opening of bids;
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:

"Asphalt Rubber Chip Seal - 2022"

ARTICLE 3.
AGREEMENT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall not start prior to June 10, 2022 and shall be substantially completed by August 18, 2022. 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. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4.
AGREEMENT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds the amount of _____ _____ Dollars (_____). In no event shall Contract amount exceed Contractor's bid amount of _____ Dollars **(**_____) unless otherwise authorized by the City. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Agreement 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 services 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, judgements 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 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 Project Engineer/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 contemplated by 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 reasonable 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 address:

CONTRACTOR:

CITY:
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 of Moscow. 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:

By:

City:

Art Bettage, Mayor

ATTEST:

City Clerk/Deputy City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2022, 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 $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 City 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 State of Idaho, Division of Building and Safety, Public Works Contractors 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.

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 June 10, 2022 and shall be substantially completed by August 18, 2022. The work shall be completed within Thirty (30) calendar days from the commencement of work.

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.
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.
City Parks & Facilities Manager	The City Parks & Facilities Manager of Moscow, Idaho, and/or 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 City 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 City 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 City 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 City 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 CITY, and such materials may not be removed from the jobsite without written authorization of the Engineer.

C. The 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 the 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 contract, the Agreement shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or contract 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 City 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 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 there-from, 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:

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 or 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 or 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 (http://tax.idaho.gov/forms/EFO00168_04-28-2011.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 (http://tax.idaho.gov/forms/EFO00234_04-27-2011.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 reasonable 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 reasonable 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
¾ 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
½ 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 SUBGRADE SEPARATION GEOTEXTILES. 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/her 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 SOFT SPOT REPAIR.

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 SUBGRADE SEPARATION GEOTEXTILES. Crushed Rock Base shall be 1-1/4"(-) crushed basalt per Specification ES-7 CRUSHED ROCK BASE.

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 REMOVALS AND DISPOSALS.

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 instances 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.

When Average Slump is	Tolerance
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 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 CONCRETE and ES-12 CONCRETE CONSTRUCTION REQUIREMENTS 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, Curing Concrete.

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 CONCRETE and ES-12 CONCRETE CONSTRUCTION REQUIREMENTS 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 strikeboard. 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 bullfloated 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 AASHO 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, Curing Concrete.

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)

Sieve Size	Percent Passing
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)

Sieve Size	Percent Passing
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/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 CONCRETE, 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 ± 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.

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 ASTMC-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. Watertightness

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 CRUSHED ROCK BASE.

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 REMOVALS AND DISPOSALS.

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 no 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 PIPE.

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 ½ 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 shall 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 or as per manufacturer's instructions.

Gravel backfill for drains shall be as defined under Section ES-19 TRENCH EXCAVATION AND BACKFILL.

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:

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 insure 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.

$$T = 0.0109\ D2L$$

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 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.

C. 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 CONCRETE.

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 GATE VALVES AND VALVE BOXES.

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, Sanitary Sewer Pipe, 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, Pipe Testing and T.V. Inspection.

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 Trench Excavation and Backfill and Section ES-20.2 Sanitary Sewer Pipe.

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 Trench Excavation and Backfill. 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.

B. 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

TECHNICAL SPECIFICATIONS

TS-1. GENERAL

The work under this project consists of the placement of an asphalt rubber chip seal, on the street surface, at the designated areas stated in the Bid Schedule. All work shall be in accordance with the specifications established for this project, including any referenced specifications.

All labor, materials, equipment and incidentals necessary for completion of the work as herein described in these specifications shall be furnished by the Contractor.

The scope and location of work for this project is more specifically set forth in the WORK INVENTORY/SCOPE summary shown in Appendices I.

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.

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 appearing condition.

Any property, public or private, damaged by the Contractor shall be repaired to its original condition or better at the expense of the Contractor.

Payment for all work described in these Specifications shall be per the unit prices given in the Contractor's proposal/bid schedule. Unit prices and payment shall include all labor, materials, equipment, bonds, warranties, taxes, insurances, mobilization, cleanup, traffic control, permits, tests, shop drawings, submittal, freight, and all other incidental costs necessary to construct the improvements described in the Specifications and Contract Documents.

TS-2. INSPECTION

It shall be the responsibility of the Contractor to notify the City Engineer, or his/her designated 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.

TS-3. ORDER OF WORK

The specific details of the order of work will be worked out in conjunction with, and under the supervision of the City Engineer. The Contractor shall coordinate all work within city streets at least twenty-four (24) hours in advance with the City Street Supervisor, Ryan Debaun at 208-883-7108 (Office) or 208-301-8999 (Cell). Failure to provide advance notification shall void any claims for delay of Contractor's work by City forces.

TS-4. LOCATION AND QUANTITY OF WORK

Scope and location of work is as set forth in the summary located in Appendices I. The Contractor/Bidder shall visit the site prior to bidding to verify/establish scope/extent of work.

The City of Moscow will provide a staging area, to the contractor, for equipment and aggregate stockpiles. See Appendix I for location of Contractor Staging area.

TS-5. 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.

TS-6. ENVIRONMENTAL PROTECTION

The contractor shall comply with all Federal, State, and local laws and regulations pertaining to protection of the environment. Best management practices shall be followed to prevent pollution of surface and groundwater, soil, and the atmosphere with any contaminate including hazardous or toxic materials. Any release of these materials into the environment will require immediate corrective action by the Contractor in accordance with applicable State and Federal regulations.

The Contractor shall conduct and schedule his/her operations and abide by the conditions of any State or Federal permit to avoid or minimize impacts on streams, lakes, wetlands, reservoirs, aquifers, and associated fish and wildlife habitat. The contractor shall not use for any purpose public storm sewer, sanitary sewer, recreation areas, regulatory floodways, wetlands, or critical habitat without written approval of the regulatory agency.

TS-7. ASPHALT RUBBER CHIP SEAL

The asphalt rubber chip seal shall be applied in accordance with the below referenced Special Provisions (SP-1). Payment for all work under this item shall be in accordance with the unit price, per square yard, given in the Contractor's proposal.

The quantities shown in the proposal are approximations only and are for the purpose of comparing bids. The City reserves the right to increase or decrease, within twenty five percent (25%) of the stated quantities, any of the quantities shown and 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. See General Condition GC-9 QUANTITIES FURNISHED BIDDERS for additional information.

SPECIAL PROVISIONS

SP-1. ASPHALT RUBBER CHIP SEAL (TYPE II)

PART 1 GENERAL

1.1 DESCRIPTION

This item shall consist of applying an Asphalt Rubber (AR) Chip Seal Type II treatment to City roads as shown on the Plans. The limits of AR Chip Seal for each road will be marked in the field by the Engineer.

The AR chip seal shall be composed of a single application of AR, using PG 64-28 asphalt binder field blended with Crumb Rubber Modifier (CRM) and covered with a heated, pre-coated aggregate meeting the requirements of section 2.6 Aggregate.

1.2 SUBMITTALS

The Contractor shall submit workforce qualification documentation. This documentation shall include, but not be limited to the following:

1. A list of at least 5 separate asphalt rubber chip seal projects consisting of a minimum of two lane miles in length performed by the Contractor's on-site Superintendent or Foreman in the past 10 years. For each project listed, the Contractor shall provide a brief description, the owner's name, and a contact person's name with current phone number.

2. A list of the similar experience for the equipment operators. The experience summary for each operator shall include the name and location of the project, and a brief description of the project and equipment operated.

Within 7 calendar days after the award date, the successful bidder shall submit the documentation of personnel experience for approval prior to Contract Execution.

PART 2 MATERIALS

2.1 ASPHALT RUBBER (AR) BINDER

AR binder shall consist of a mixture of Performance Grade 64-28 asphalt binder, asphalt modifiers, and crumb rubber modifier (CRM).

Prior to start of construction the Contractor shall supply to the Engineer, for approval, an AR binder formulation design that includes analysis of specified tests, samples of all of the

component materials and samples of the prepared AR binder. The Contractor shall be responsible for producing appropriately effective AR formulations regardless of the suggested guidelines supplied here and other parts within these documents. Due to variable weather and pavement conditions, field adjustments are required of the Contractor. Any deviation from the submitted mix designs and materials require Engineer approval prior to use.

2.2 CRUMB RUBBER MODIFIER (CRM)

CRM shall have been processed at ambient temperature providing irregularly shaped, torn crumb particles. CRM shall not contain more than 0.01 percent wire (by weight of CRM) and shall be free of all other contaminants, except for fabric. Fabric shall not exceed 0.05 percent by weight of CRM.

The CRM shall be sufficiently dry so as to be free flowing and not produce foaming when combined with the blended paving asphalt and asphalt modifier mixture. Calcium carbonate or talc may be added at a maximum of 3 percent by weight of CRM to prevent CRM particles from sticking together. The CRM shall have a specific gravity between 1.1 and 1.2 as determined by ASTM D 297.

When used, SBS (styrene-butadiene-styrene) polymer shall be a linear or radial type of polymer with a molecular weight sufficient enough to meet the end result physical binder requirements.

CRM shall consist of a combination of scrap/reclaimed tire CRM and high natural CRM and shall conform to the chemical analysis found in ASTM D297 in the following table:

	Scrap Tire CRM		High Natural CRM	
Test Parameter	Percent		Percent	
	Minimum	Maximum	Minimum	Maximum
Acetone Extract	6.0	16.0	4.0	16.0
Rubber Hydrocarbon	42.0	65.0	50.0	-
Natural Rubber Content	22.0	39.0	40.0	48.0
Carbon Black Content	28.0	38.0	-	-
Ash Content	-	8.0	-	-

The scrap tire CRM described above shall be mixed at the job site with the high natural CRM.

CRM Gradations

A Rotap (or equivalent) test shaker shall be used for the sieve analysis. The gradation of the CRM when tested in accordance with ASTM C-136 (dry sieve only) and using a 100-gram sample, shall meet the requirements in the following table:

	CRM Scrap Tire	High Natural CRM
Sieve Size	Percent Passing	Percent Passing
No. 8	100	100
No. 10	95 – 100	100
No. 16	45 – 75	95 – 100
No. 30	2 – 20	35 – 85
No. 50	0 – 6	10 – 30
No. 100	0 – 2	0 – 4
No. 200	0	0 - 1

* No particles shall exceed a length of 3/16 inch (5mm) as measured on any axis.

2.3 ASPHALT MODIFIERS

The paving asphalt for use in AR shall be modified with an asphalt modifier (extender oil). The asphalt modifier will be a resinous, high flash point, aromatic hydrocarbon compound, conforming to the following guidelines:

Test Parameter	ASTM Designation	Requirement
Viscosity, cSt. (m^2/s ($x10^{-6}$)) at 100 °C	D445	x ± 3*
Flash Point, CL. O. C. °F	D92	405 min.
Molecular Analysis		
Asphaltenes, Percent by Weight	D2007	0.1 max.
Aromatics, Percent by Weight	D2007	55 min.

* The symbol “x” is the viscosity of the asphalt modifier the contractor proposes to furnish. The value “x” shall be between the limits 19 and 36. Any proposed change in this value shall require a new asphalt-rubber design.

2.4 MATERIAL FORMULATION REQUIREMENTS FOR ASPHALT RUBBER BINDER

The paving asphalt, asphalt modifier and CRM shall be proportioned, combined and blended into a homogenous mixture using special tanks or specialized binder distributors, capable of heating the base asphalt cement, mixing and holding the CRM in suspension to avoid separation. When the crumb rubber is introduced into the asphalt cement, physical-chemical reactions occur that alter the properties of the base asphalt and causes the CRM to swell thereby increasing viscosity.

The blending unit and production site shall be accessible and designed such that the Engineer can readily determine percentages by weight for each material being utilized.

Asphalt modifier shall be added at an amount of 2.5 to 6.0 percent by weight of the paving asphalt based on the recommendation of the AR binder supplier. The paving asphalt temperature shall remain between 375°F and 450°F during the asphalt modifier addition. If the asphalt modifier is combined with the paving asphalt before being blended with the

CRM, the combined paving asphalt and asphalt modifier shall be mixed by circulation for a period of not less than 20 minutes. This premixing of asphalt modifier and the paving asphalt will not be required when all ingredients of the AR binder are proportioned and mixed simultaneously.

The proportions of the Type 2 AR binder (by total weight) shall be 80%, ± 2% combined paving asphalt/asphalt modifier and 20%, ± 2% CRM blend. The exact CRM content by Type 2 shall be determined by the binder design submitted by the Asphalt Rubber supplier. During the Asphalt Rubber binder manufacturing, the CRM percentage shall not fluctuate by more than one (1) percent by weight of total Asphalt Rubber mixture, as determined by the original laboratory binder design.

The combined materials shall be reacted for a minimum of 60 minutes after incorporation of all the CRM at a temperature of not less than 375° F or more than 415° F. The temperature shall not be higher than 10° F below the actual flash point of the AR binder. The reacted AR binder shall be maintained at a temperature of not less than 375° F or more than 415° F. *Contractor shall note that any AR Binder containing SBS polymers shall not be heated above 400° F as this will cause the polymers to breakdown.*

2.5 HOT AR BINDER (ASPHALT, MODIFIER AND CRM)

If any of the material in a batch of hot AR binder is not used within four hours after the 60-minute reaction period, heating of the material shall be discontinued. Any time the AR binder cools below 375° F, it shall be uniformly reheated above the application temperature as specified in Section 3.5 Application of Asphalt Rubber and Aggregates.

If at any time the binder blend cools below 350° F, the binder shall be reheated to the application temperature and be considered one reheat cycle. The total number of reheat cycles allowed for the binder blend to be used shall not exceed two.

Additional scrap tire CRM may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10 percent of the total binder weight. Reheated AR binder shall conform to the requirements for blended AR binder.

2.6 AGGREGATE

Testing for Cleanness Value (CV), gradation, and fracture shall be performed at a minimum rate of one for every 5,000 tons of aggregate used. The contractor or supplier is encouraged to test more frequently as needed for quality control. The Contractor shall provide the Engineer a schedule of crushing operations so samples may be taken at appropriate intervals.

Crushed aggregate shall be clean uniform in quality, and free from wood, bark, roots, and other deleterious materials.

As determined by Oregon DOT TM 227, the aggregate shall have a minimum Cleanness Value (CV) of 80.

Aggregate shall be manufactured from ledge rock, talus, or gravel, which meets the following test requirements:

Los Angeles Wear, 500 Rev.	35% max.
Degradation Factor	30 min.

Aggregate shall be uniformed sized and open-graded conforming to either of the following requirements unless otherwise approved by the Engineer:

Crushed Screening Sieve Size	Percent Passing 1/2”	Percent Passing 3/8”
5/8”	99-100	
1/2”	90-100	99-100
3/8”	60-85	70-90
No. 4	0-3	0-5
No. 200	0-1.5	0-1.5
Percent Fracture by weight, min.	90% one-face, min.	90% one-face, min.

Aggregate for AR chip seal shall be preheated to a temperature between 260° F and 325° F.

Aggregate shall be uniformly coated at a rate of 0.5 to 1 percent with any PG paving asphalt by weight of dry aggregate at a central mixing plant. The aggregates shall be covered and have a “salt and pepper” appearance. Approval will be determined upon visual inspection of the first load and thereafter as deemed necessary by the Engineer.

Stockpiling of aggregate after preheating and pre-coating with paving asphalt will not be permitted.

2.7 DOCUMENTATION, CERTIFICATION, APPROVAL PROCESS AND TESTING

The vendor shall make available a Products Specification sheet representing any asphalt used in this project.

Two one-quart samples of the asphalt rubber as delivered to the project, will be taken from the spray bar of the distributor truck at mid-load. The containers for the rubber asphalt shall be metal.

1. **Viscosity Testing**

   The asphalt rubber binder for Type II AR binder shall be formulated such that the viscosity at 375° F shall remain above the minimum 1,500 cPs value and within a relatively low viscosity range, such as 2,000 to 3,000 cPs, throughout the asphalt rubber binder, CRM and asphalt modifier interaction.

   The contractor shall provide the Haake Viscometer, or equivalent, at the production site during the combining of asphalt-rubber binder materials. The contractor shall take viscosity readings of asphalt-rubber binder from samples taken from the distributor truck a minimum of 45 minutes after incorporation of the CRM. The contractor shall log these results, including time and asphalt-rubber temperature and submit a copy to the Project Manager, the morning of the next shift on a daily basis.

2. **Mix Design Submittals**

   A minimum of 14 calendar days prior to beginning any asphalt rubber chip seal activity, the Contractor shall submit a signed original of an asphalt rubber binder design profile for the Type II mix, certificates of compliance for all binder constituents, and a mix design for approval by the Engineer. The mix design shall be developed using the specific materials for this project to assure compatibility of the asphalt rubber binder with the processed aggregate. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

   A Certificate of Compliance (COC) will be required for every binder constituent. The COC's shall include test results that show conformance of all of these materials to the specifications including composition of the scrap tire and high natural CRM materials and asphalt modifier (extender oil). COC's for each of the component materials delivered to the site of the asphalt rubber blending operation shall be provided to the Engineer.

   The testing laboratory will be approved by the Engineer. Laboratories shall have the capability to perform the required tests and demonstrate satisfactory experience performing asphalt rubber binder and chip seal designs.

   As a minimum, the mix design report shall include the following information:

   A. Aggregates

   i. Results of quality tests (Los Angeles Wear, Cleanness, Crushed Faces etc.).
   ii. Gradation

   B. Asphalt Rubber Binder Formulation – Type II

   i. Paving Asphalt and Modifiers - Percent of Total Binder
      a. Percent Asphalt of Paving Asphalt

b. Percent Extender Oil of Paving Asphalt

ii. Crumb Rubber Modifier (CRM) - Percent of Total Binder
   a. Percent Scrap tire rubber of total rubber
   b. Percent Natural rubber of total rubber based on:
      i. Specification
      ii. Chemical analysis of natural rubber

iii. SBS polymer – Percent of Total Binder
   a. Percent Asphalt of Paving Asphalt

C. Crumb Rubber Modifier – Type II

i. Chemical analysis of natural rubber
ii. Chemical analysis of scrap tire rubber
iii. Fiber content for both types
iv. Gradations of tire rubber
v. Gradations of natural rubber

D. Certification of Compliance (COC) – Type II

A Certificate of Compliance will be required for every binder constituent, as well as, for the finished asphalt rubber binder. The COCs shall include test results that show conformance of all of these materials to the specifications including composition of the scrap tire and high natural CRM materials and asphalt modifier (extender oil).

In summary:

i. Paving Asphalt including source and grade
ii. Extender Oil including source and type
iii. Asphalt Additives including source and type
iv. Scrap Tire Rubber including source and type
v. Natural Rubber including source and type
vi. SBS Polymer including source and type

E. Asphalt Rubber Binder 24-Hour Design Profile & Test Results – Type II and Type IV

1. Penetration
2. Resilience
3. Softening Point
4. Viscosity

PART 3 CONSTRUCTION REQUIREMENTS

3.1 EQUIPMENT

General

All equipment and associated tools used in the placement of chip seals shall be maintained in satisfactory working condition at all times. Descriptive information on the asphalt rubber mixing and both distributor and aggregate spreading equipment to be used shall be submitted by the Contractor to the Engineer prior to starting the asphalt rubber ship seal.

Asphalt Rubber Distributor

The Contractor must have at least one distributor for use on this project with a minimum of one additional/backup distributor available for use. Separate distributors equipped to spray different products or the ability to retrofit or change capabilities to spray differing products will be required. Contractor shall ensure that prior products used in distributors are compatible with products specified for construction on this contract.

Distributors shall be self-powered and include fully functional tachometer, pressure gauges, accurate volume devices, calibrated and insulated tank and a thermometer for measuring temperatures of the asphalt in the tank. Distributors shall be equipped with a computer rate control (CRC), a heating unit and an internal mixing device that maintains a homogeneous mixture of blended paving asphalt, asphalt modifier and CRM, capable of providing a uniform application rate varying from 0.05-1.00 gallons per square yard over a variable width up to 16 feet in a single pass. The distributors shall have a pump or pumps that spray modified binder within ± 0.03 gallon per square yard of the specified rate. The distributors shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The spray bar shall be adjustable to permit positioning at various heights above the surface to be treated. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. Distributors shall be able to fully turn around (180 degrees) within typical City cul-de-sac areas.

The nozzle angle and bar height shall be set to provide one hundred percent of double coverage in a single pass capable of applying the asphalt without a streaked or otherwise irregular pattern. Where multiple passes will be required to complete the full width, the four inches adjacent to the second pass may be left with fifty percent coverage so that the next pass will complete the full application rate specified.

The distributor shall have a platform on the rear of the vehicle and an observer shall accompany the distributor. The observer shall ride in such a position that all spray nozzles

are in full view and readily accessible for unplugging plugged nozzles, should plugging occur.

Distributor and booster tanks shall be so maintained at all times as to prevent dripping of bituminous material from any part of the equipment. Booster tanks shall have a mixing device to maintain the asphalt rubber.

Aggregate Spreader

A computer controlled application rate, self-propelled, aggregate spreader in good mechanical condition will be required. The spreader shall be equipped with an aggregate hopper located in the rear, with heat-treated belt conveyors to carry the aggregate to the front of the spreader hopper. A full-width spreading hopper capable of applying cover aggregate uniformly across the spread width and at the specified application rate is required.

The spreader shall be supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per square yard over a variable width up to 16 feet in a single pass. The spreader shall be equipped with the means of applying the cover coat material to the surface using computerized application controls to insure that the required amount of material will be deposited uniformly over the full width of the bituminous material. The uniformity of the spread shall not vary by more than one pound per square yard.

Rollers

A sufficient number (minimum of three) of self-propelled pneumatic tired rollers shall be used so that one complete surface roll will be completed in one pass. The speed of the chip seal operation and the width of coverage, will dictate the necessity of additional rollers. A single steel wheel roller shall be used behind the pneumatic tired roller train to knock down high points in aggregate. Steel wheeled rollers shall be lightweight models of 6 to 8 tons and only operated in the static mode. Pneumatic tired roller tires shall maintain an air pressure of 100 pounds per square inch, varying no more than ± 5 psi in each tire or the tires shall be foam filled. The rubber-tired rollers shall have a gross 3 load adjustable to apply 200 – 250 pounds per inch of rolling width. Foam filled tires can be utilized.

Additional rollers will be required when the viscosity of the binder is increased, such as with the use of polymer-modified binders or during cool weather construction.

Hauling Equipment

Tailgate discharge trucks for hauling aggregate shall be equipped with a device to lock on to the hitch at the rear of the aggregate spreader. Haul trucks shall be compatible with the aggregate spreader so that the dump bed will not push down on the spreader when fully

raised or have too short of a bed which results in spilling while dumping into the receiving hopper.

Sweepers

Brooms for finishing and maintaining seal coat aggregate shall be the self-propelled type. A minimum of two vacuum/regenerative air designed sweepers, capable of removing excess aggregate and debris material shall be used on the post-aggregate application process. Mechanical pick-up brooms will be allowed on the pre-binder application processes. On roadways where no curb and gutter is present, side-cast brooms will be allowed.

Asphalt-heating Tank

An asphalt-heating tank will be required that is equipped with a hot oil heat transfer system or a retort heating system capable of heating and maintaining the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with CRM. This unit shall be equipped with a thermostatic heat control and temperature-reading device, accurate to within 5° F that is capable of recording temperatures.

Mechanical Mixer

A two-stage mechanical mixer is required for the complete, homogeneous blending of paving asphalt, asphalt modifier and CRM at the mix design specified ratios. The paving asphalt feed, the asphalt modifier feed and CRM feed shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. The liquid and dry ingredients shall be fed directly into the mixer at a uniform rate that shall not exceed that which will permit the complete and consistent mixing of all the materials.

AR binder storage tanks shall be equipped with a heating system to maintain the proper temperature of the AR binder and an internal mixing unit capable of maintaining a homogeneous mixture of blended paving asphalt, asphalt modifier and CRM.

During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than ± 25° F.

3.2 NOTIFICATION AND TRAFFIC CONTROL

Notification

City of Moscow will provide advance notification to all residents within the project limits approximately one to two months prior to start of the project. The Contractor will be responsible for notifying affected businesses and residents by flyer / door hangers or other approved method a minimum of 72 hours in advance of their work. The information shall be approved by the Engineer prior to use and shall include information such as: date(s) and time that their operation will be in progress; what residents should expect and the conditions for

which they should be made aware of; a request that any irrigation or other items that cause the roadway to become saturated to be turned off; an on-site Field Supervisor's contact name with mobile phone number; and to provide a knowledgeable person that can address special access needs during the construction work or to answer questions.

The Contractor is encouraged to furnish additional information to property owners, such as: recommended instructions to drivers to exercise care when driving the first few days on newly applied seal coats when it is still being compacted under vehicle loading and potential of damage to the new pavement surface caused by hard braking and turning.

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.

In addition, the Contractor shall be responsible for notifying other agencies and services 72 hours in advance of their Work. These agencies and services are considered, but not limited to: Smart Transit, Whitcom, local school district (if applicable), U.S. Post Office, local fire department, local garbage service, etc.

If weather or other issues prevent the Contractor from performing the Work, they will reschedule the Work and provide additional Public Notification per the requirements listed within this section.

Temporary traffic Control

Temporary traffic control 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 TS-5 TRAFFIC CONTROL/R.O.W. USE PERMITS, the Manual on Uniform Traffic Control Devices (MUTCD) and these Specifications.

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. A Traffic Control Plan for each location where work is to be performed shall be submitted to the Engineer at least 2 days in advance. Opening to traffic does not constitute acceptance of the work.

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.

Pedestrian traffic shall be restricted in the project area. The Contractor shall provide and place sidewalk closure and detour signage as necessary to adequately route pedestrian traffic around the site in a manner that minimizes "back-tracking" and additional walking distance. This shall be included in the traffic control plan and must be approved by the Engineer prior to beginning the work.

The Contractor shall supply and place temporary "No Parking" signs on streets to be resurfaced at least 72 hours prior to starting work. Signs shall be placed on sandwich board barricades at the beginning of each block and then every 300 feet, with a minimum of 2 signs in each direction per roadway segment. Signs shall include the following information: No Parking, Pavement Work Date(s), Range of Time. Signs shall have a white background with red letters. Sign can be re-useable (erasable legend).

The Contractor shall place temporary "Loose Gravel" W8-7, and "Motorcycles Use Extreme Caution" W21-1701 at the beginning and end of each section as well as one in each direction at all intersections. Temporary signs shall be installed prior to chip seal operations and remain in place until final brooming has been completed.

3.3 WEATHER LIMITATIONS

Asphalt rubber chip seal shall be applied when the air temperature is a minimum of 55° F and rising, and a maximum of 110° F, The pavement surface shall be clean, dry and at a minimum of 55° F and rising.

No material shall be applied when temperatures are forecasted below 35° F within 24 hours from the time of work.

AR Chip seal shall not be applied on a wet surface including but not limited to rain and irrigation water. Any chip seal damaged by rainfall or a wet surface shall be corrected by the Contractor at their own expense.

3.4 PREPARATION OF ROADWAY SURFACE

The surface of the roadways shall be swept by the Contractor with a power broom until it is free from dirt or other foreign matter. Dust shall be controlled during street cleaning by sprinkling the surface with water (if necessary) as directed by the Engineer. The Contractor shall use hand push brooms to clean omissions of the power broom at intersections and

where rock has been thrown on road surface by traffic prior to application of asphalt. In addition to power and hand brooms, the use of other equipment may be necessary to thoroughly clean the roadway prior to the application of AR chip seal. A hand held blower type unit will be allowed at the discretion of the Engineer. If there are any areas of accumulation of oil and grease, it may be necessary to burn off the deleterious materials. A choke coat of aggregate will not be allowed to mitigate these areas or other asphalt spills; rather they shall be removed/cleaned to the satisfaction of the Engineer.

If the seal is to be placed over a new asphalt patch, a fog seal of emulisified asphalt of the same type and grade specific for the seal and diluted with water (one part water to one part asphalt by volume) shall be applied. The fog seal shall be applied with an asphalt distributor with the normal application rate being from 0.05 to 0.10 gallons per square yard of diluted emulsion. The existing pavement surface shall be dry prior to application. The Engineer shall give final approval of application rate.

3.5 APPLICATION OF ASPHALT RUBBER AND AGGREGATE

General

All of the construction equipment such as distributor, aggregate spreader, haul trucks loaded with aggregate, rollers and brooms shall be in position and ready to commence before placement operations application begins. The chip seal coat train shall have some form of communication (radio for example) between distributor, aggregate spreader, rollers, sweepers, and ground personnel at all times during active operations.

Distributor bar height, distribution speed and shielding materials shall be utilized to reduce the effects of wind upon spray distribution. Asphalt shall be prevented from spraying upon adjacent pavements, that portion of the traveled way being used by traffic, structures, railings and barriers, markers, trees and shrubbery that are not to be removed, adjacent property and improvements, and other highway improvements or facilities not mentioned herein.

When joining edges against areas with aggregate or existing street surfaces not to be covered, the joint shall be swept clean of excess aggregate prior to the adjacent application of asphalt. All transverse joints shall be constructed by placing building paper across and over the end of the previous binder/ seal application a minimum of 3 feet. Distributors will not be allowed to begin spraying on non-papered surfaces. Once the application has progressed beyond the paper, the paper shall be removed immediately and disposed of appropriately.

The longitudinal joint between adjacent applications of aggregate shall coincide with the line between designated traffic lanes. All longitudinal joints shall be overlapped for complete coverage. The overlap shall not exceed four inches.

All reasonable precaution shall be taken to avoid skips and overlaps at joints. At longitudinal joints with aggregate, the edge shall be broomed back and blended to eliminate any difference in elevation. They shall be free from ridges and depressions and have a uniform appearance consistent with the adjacent sealed surface. All defects shall be corrected at the contractor's expense. Unsatisfactory joints shall be repaired at the time of application or after brooming, at the Contractor's expense.

Asphalt shall not be applied until sufficient aggregate is on hand to immediately cover. Asphalt shall be applied to only one designated traffic lane at a time and the entire width of the lane shall be covered in one operation. The Contractor shall prevent any vehicle, including construction equipment, from driving on the asphalt prior to the application of aggregate.

Aggregate shall be spread by means of a self-propelled aggregate spreader, equipped to spread the aggregate at a uniform rate over the full width of a traffic lane in one application. Operating the aggregate spreader at speeds that cause the aggregates to roll over after striking the bituminous covered surface will not be permitted.

Any damage to the freshly oiled mat caused by the Contractor's equipment shall be satisfactorily repaired at the Contractor's expense. Damage shall include any of the following: skid marks, chipper spin marks, truck spinning or braking marks, chipper driving in oil, any and all deficiencies caused by faulty equipment or poor workmanship. The Contractor shall repair any bleeding of asphalt within two hours of notification by the Engineer. The City reserves the right to immediately suspend all work for continued non-compliance with any contract requirement.

Application Rates

The following table shall be used for selecting the proper application rate of aggregate. All application rates shall be approved by the Engineer.

Asphalt Rubber (AR) Chip Seal Application Rate

Type	Size of Aggregate	Asphalt Rubber (AR) Gallons / SY	Pre-coated Aggregate Pounds / SY
Type II	1/2" to No. 4	0.60 to 0.70	24 to 35

Correction for Surface Conditions

The Contractor will be required to make field adjustments of asphalt rubber binder based on the following conditions to achieve optimum results:

1. Existing pavement surface condition (i.e., aged, oxidized and open-textured surfaces will absorb more binder than newer tighter surfaces) requires an adjustment to application rates.
2. Placement environment such as shaded areas, on an uphill slope, on a downhill slope, etc.
3. Size of aggregate to achieve a minimum 60% embedment.

When making field adjustments the Contractor shall consider the following adjustments based on the McLeod Method of visual assessment of existing pavement surfaces. All adjusted shot rates shall be approved by the Engineer.

Adjustment Rates

Pavement Texture	Gallons / SY
Black, flushed asphalt	-0.01 to -0.06
Smooth, non-porous	0.00
Absorbent	Gallons / SY
Slightly porous, oxidized	+ 0.03
Slightly pocketed, porous	+ 0.06
Badly pocketed, porous	+ 0.09

Application of AR binders and Aggregates

The AR binder shall be applied to the roadway immediately following mixing and reacting. Hot AR shall be maintained and applied at a temperature between 375° F and 415° F for Type II binder.

AR binder applications shall not be in excess of what can be covered with the pre-coated aggregate within 90 seconds.

During hauling, the aggregate load shall be covered with canvas or comparable insulator, arriving at the application site and a no less the 225° F. Pre-coated aggregate shall be applied over the binder coat at a temperature of not less than 225° F and not more than 325° F.

Any AR binder sprayed onto curb or gutter shall be cleaned and removed at the contractor's expense. The completed surface shall be free of gaps, ridges, depressions, or other irregularities caused by the application of the AR chip seal.

The Contractor shall not apply AR binder and aggregate to existing concrete bridge decks.

Rolling

Prompt rolling is critical to achieve adequate aggregate embedment. It is important that the aggregate is rolled before the binder becomes cold or too viscous to achieve proper

embedment. Therefore, one complete surface roll will be completed in one pass and shall begin immediately behind the spreader.

Rollers shall operate at a maximum speed of five (5) mph.

Asphalt and aggregate shall not be spread more than 200 feet ahead of completion of initial rolling operations and 500 feet for final rolling operations.

Initial rolling shall begin within 90 seconds after the placement of aggregate. The rolling equipment shall maintain a distance of no more than 200 feet behind the aggregate spreader on the first pass. Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be sufficient to adequately seat the aggregate. In no case shall it be less than 2 complete coverages.

There shall be at least three complete surface rolls by the pneumatic-tired rollers (one initial and two secondary) to properly embed particles firmly into the asphalt binder. Once rolling by pneumatic-tired rollers is complete, there shall be one additional roll completed with a steel wheel roller to knock down high point in aggregate. Steel wheeled roller shall be operated in static mode only.

If the spreading is stopped for an extended period, the aggregate spreader (chip-box) shall be moved ahead or off the chip seal surface so that all aggregate may be immediately rolled.

Sweeping/Finishing

Sweeping shall be a multi-step operation prior to Asphalt rubber chip seal and following final rolling of the aggregate. Loose aggregate shall be removed from the roadway surface and abutting adjacent areas without dislodging aggregate set in the AR binder.

Brooming of roadway surface in preparation for the chip seal application and brooming following the chip seal operation shall be in accordance with the brooming schedule shown below.

Work	Timing of Brooming	Number of Brooming
Advance of Chip Seal Application	Day prior to, or day of Application	1
Immediately After Application	Within same day	1

During the day of the chip seal, water shall not be used in the removal of the loose material.

Pick-up brooms will be required on all roadways with curb and gutter, bridge decks, and within 100’ of any waterway. Side-cast brooms will be allowed in all other locations.

All excess aggregate generated by pick-up brooms shall become property of the Contractor and shall not be re-used as aggregate for work related to this project.

Initial sweeping shall commence no less than 30 minutes after final rolling of the aggregate and before controlled traffic is permitted on the AR chip seal. Final sweeping shall be done and all loose aggregate shall be removed without dislodging the aggregate set in the AR binder prior to acceptance.

Acceptance of brooming by the Engineer shall be made prior to application of fog sealing.

PART 4 MEASUREMENT AND PAYMENT

Asphalt Rubber Chip Seal Type II will be measured by the square yards of surface area of chip sealed roadways as shown in the plans. The unit contract price per square yard for Asphalt Rubber Chip Seal Type II shall be full pay for all costs of material, labor, tools, and equipment, bonds, warranties, taxes, insurances, mobilization, clean up, traffic control, permits, materials testing, mix design, shop drawings, submittals, freight, equipment calibration, utility protection, brooming and watering, repair of tree damage, removal of spatter or mar, collateral damage, and all other incidental costs necessary to construct the improvements described in the Specifications and Contract. Any incidental Work required to complete the Asphalt Rubber Chip Seal Type II not specifically mentioned as included with the Bid items above shall be performed by the Contractor and shall be included in the unit Contract prices of the various Bid items.

Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-1. ASPHALT RUBBER CHIP SEAL TYPE II..... S.Y.

SP-2. FOG SEAL

PART 1 GENERAL

1.1 DESCRIPTION

This item shall consist of applying an emulsified asphalt sealant over the newly constructed Asphalt Rubber (AR) Chip Seal Type as shown on the Plans. The limits of Fog Seal for each road will be marked in the field by the Engineer.

PART 2 MATERIALS

2.1 CATONIC EMULSIFIED ASPHALT

Asphalt furnished under these Specifications shall not have been distilled at a temperature high enough to produce flecks of carbonaceous matter, and upon arrival at the Work, shall show no signs of separation into lighter and heavier components.

Cationic Emulsified Asphalt Table

Grade	Type AASHTO Test Method	Rapid Setting				Medium Setting						Slow Setting			
		CRS-1		CRS-2		CMS-2S		CMS-2		CMS-2h		CSS-1		CSS-1h	
		Min.	Max	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Tests on Emulsified Asphalts:															
Viscosity SFS @ 77°F (25°C)	T 59											20	100	20	100
Viscosity SFS @ 122°F (50°C)	T 59	20	100	150	400	50	450	50	450	50	450				
Storage stability test 1 day %	T 59		1		1		1		1		1		1		1
Demulsibility 35 ml															
0.8% sodium dioctyl															
sulfosuccinate, %[a]	T 59	40		40											
Particle charge test	T 59	Pos		Pos		Pos		Pos		Pos		Pos[b]		Pos[b]	
Sieve Test, %	T 59		0.10		0.10		0.10		0.10		0.10		0.10		0.10
Cement mixing test, %	T 59												2.0		2.0
Distillation:															
Oil distillate by vol. of emulsions %	T 59		3	1.5	3		20		12		12				
Residue, %	T 59	60		65		60		65		65		57		57	
Tests on Residue From Distillation Tests:															
Penetration, 77°F (25°C)	T 49	100	250	100	250	100	250	100	250	40	90	100	250	40	90
Ductility, 77°F (25°C) 5 cm/min., cm	T 51	40		40		40		40		40		40		40	
Solubility in trichloroethylene, %	T 44	97.5		97.5		97.5		97.5		97.5		97.5		97.5	

[a]The demulsibility test shall be made within 30 days from date of shipment.

[b]If the particle charge test for CSS-1 and CSS-1h is inconclusive, material having a maximum pH value of 6.7 will be acceptable.

PART 3 CONSTRUCTION REQUIREMENTS

3.1 EQUIPMENT

General

All equipment and associated tools used in the placement of fog seals shall be maintained in satisfactory working condition at all times.

Distributor

The distributor shall be capable of uniformly applying emulsified asphalt at the required application temperature and rate. A temperature measuring device shall be capable of reporting the temperature of emulsified asphalt in the tank. A tachometer shall be required to accurately control the application of emulsified asphalt. Distributors shall be equipped with an adjustable spray bar with pressure pump and gauge. The power for operating the pressure pump shall be supplied by a power unit which will provide a uniform spray from each of the nozzles across the spray bar and extensions. The distributor truck shall have a volume control gauge. All reading devices and gauges shall be easily accessible by Inspectors from the ground.

Other equipment necessary to satisfactorily perform the Work as specified herein or as designated by the Engineer shall be subject to approval by the Engineer before its use in the Work.

Additional units shall be used in the Work when, in the opinion of the Engineer, it is considered necessary in order to fulfill the requirements of these Specifications, or to complete the Work within the time specified.

3.2 PAVEMENT SEALING – FOG SEAL

Where shown in the Plans or directed by the Engineer, the Contractor shall apply a fog seal. Before application of the fog seal, all surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. The existing pavement surface shall be dry. The fog seal emulsified asphalt shall be CSS-1 or CSS-1h diluted with water at a rate of one part water to one part emulsified asphalt unless otherwise approved by the Engineer. The fog seal shall be uniformly applied to the pavement at a diluted rate of 0.10 – 018 gal/S.Y. The finished application shall be free of streaks and bare spots.

Fog sealing shall be applied after brooming operations or within 3 days of the Asphalt Rubber Chip Seal Type II.

Before application to the Roadway, emulsified asphalt shall be heated to the following temperatures or that recommended by the manufacturer:

Type and Grade of Emulsified Asphalt	Distributor Temperature	
	Min. °F	Max. °F
New Construction and Seal Coats		
CRS-1, CRS-2, CRS-2P	125	195
CMS-2, CMS-2S, CMS-2h	125	185
Fog Seal		
CSS-1, CSS-1h	70	140

3.3 WEATHER LIMITATIONS

Emulsified asphalt shall be applied when the air temperature is a minimum of 55° F and rising, and a maximum of 110° F, The pavement surface shall be clean, dry and at a minimum of 55° F and rising.

No material shall be applied when temperatures are forecasted below 35° F within 24 hours from the time of work.

Emulsified asphalt shall not be applied on a wet surface including but not limited to rain and irrigation water. Any fog seal damaged by rainfall or a wet surface shall be corrected by the Contractor at their own expense.

PART 4 MEASUREMENT AND PAYMENT

Fog Seal will be measured by the square yards of surface area of sealed roadways as shown in the plans. The unit contract price per square yard for Fog Seal shall be full pay for all costs of material, labor, tools, and equipment necessary for the application of the emulsified asphalt. Preparation of existing surfaces and sweeping/brooming as necessary shall be included in these items. Any incidental Work required to complete the Fog Seal not specifically mentioned as included with the Bid items above shall be performed by the Contractor and shall be included in the unit Contract prices of the various Bid items.

Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-2. FOG SEAL ..... S.Y.

APPENDIX I

WORK INVENTORY AND MAPS
ASPHALT RUBBER CHIP SEAL

WORK INVENTORY/SCOPE

ASPHALT RUBBER CHIP SEAL

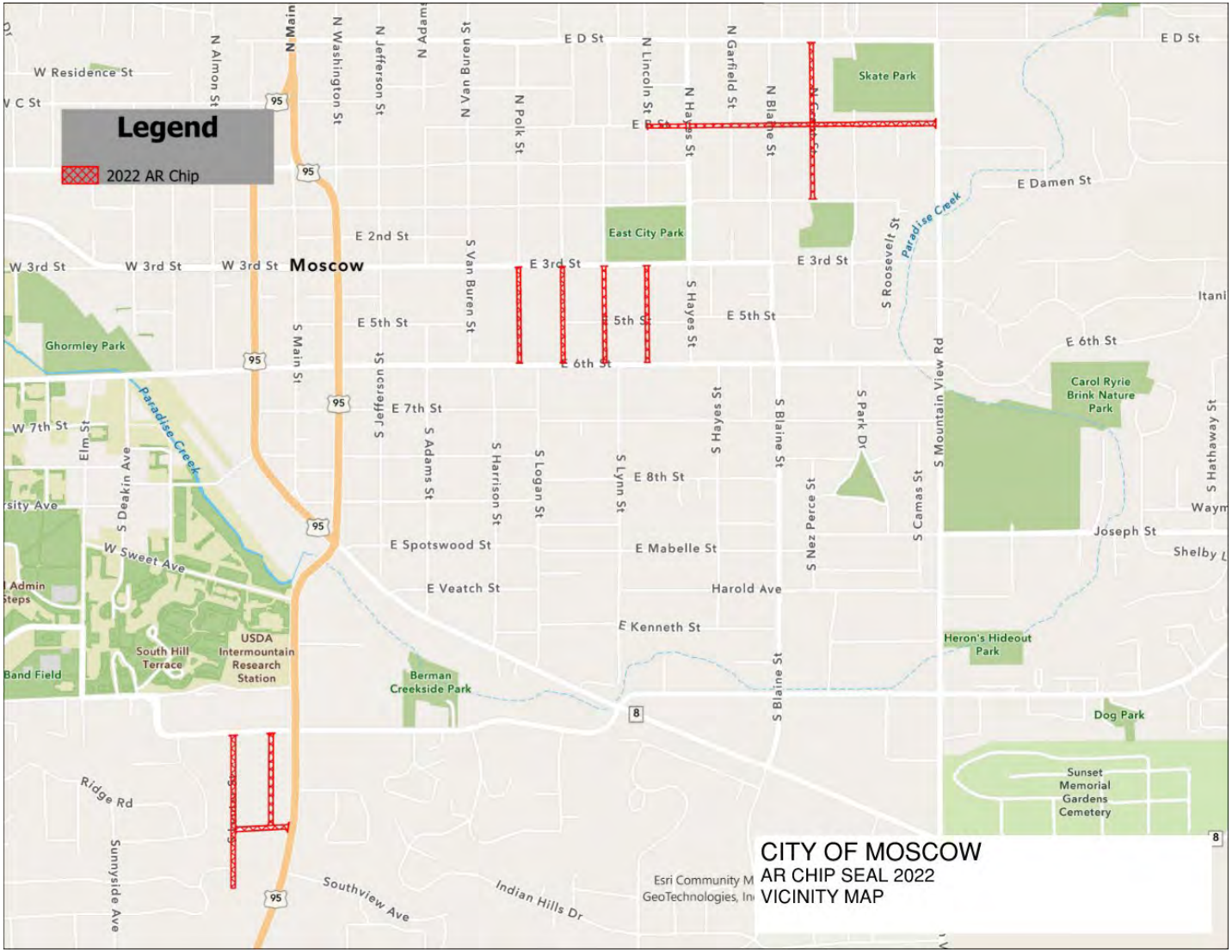
LOCATIONS:

Total Area:

Road Locations	Area (SY)
Grant St – D St to 1st	4,300
Lincoln St - 3rd to 6th	2,620
Monroe St - 6th to 3rd	2,650
Howard St - 6th to 3rd	2,620
Polk St - 6th to 3rd	2,600
Levick St - Lauder to Lathen	3,060
Lenter St - Lauder to End of Road	4,860
Lathen St - US-95 to Lenter	1,770
B St - Mt View to Hayes St	7,200
B St - Hayes St to Lincoln St	1,050
Total Area:	**32,730**

VICINITY MAP

ASPHALT RUBBER CHIP SEAL 2022



BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 03/29/2022

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 ASPHALT RUBBER CHIP SEAL - 2022, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Community Development Building, 504 S Washington 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, Idaho 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 City Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number 0 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 Works License Number 051236-AAA-2.

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. NONE			
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for ASPHALT RUBBER CHIP SEAL - 2022 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

9.47 ASPHALT RUBBER CHIP SEAL - 2022

Item No.	Item Description	Quantity & Unit	Unit Price	Total Price
1.	Asphalt Rubber Chip Seal Type II	32,730 SY	$ 9.00	$ 294,570.00
2.	Fog Seal	32,730 SY	$ 1.00	$ 32,730.00
			BID TOTAL	$ 327,300.00

Doolittle Construction LLC
Firm Name of Bidder

PO Box 1819 Snoqualmie, WA 98065
Bidders Mailing Address

Signature of Bidder

051236-AAA-2
Public Works License No.

President
Official Title

State of Incorporation, if Incorporated

SEAL (If Incorporated)

Dated at Snoqualmie, WA

This 29 day of March, 2022

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Doolittle Construction, LLC

of PO Box 1819, Snoqualmie, WA 98065 (hereinafter called the Principal),

as Principal, and Philadelphia Indemnity Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto City of Moscow

(hereinafter called the Obligee) in the penal sum of Five Percent (5%) of Total 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.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Asphalt Rubber Chip Seal - 2022, Project #110-022

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 is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 29th day of March, 2022.

Witness

Doolittle Construction, LLC (Seal)
Principal

Aaron Kivdt, President Title

Philadelphia Indemnity Insurance Company

Witness

By Jim S. Kuich
Jim S. Kuich Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Steven M. Wagner, Michael A. Murphy, Jim W. Doyle, Chad M. Epple, Jim S. Kuich, Julie M. Glover, Theresa A. Lamb and Patti White of Hub International Northwest LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of March, 20 22.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CITY COUNCIL STAFF REPORT

DATE: Monday, April 18, 2022

AGENDA ITEM TITLE

Ridgeview Estates 2nd Addition Development Agreement Amendment - Todd Drage

RESPONSIBLE STAFF	REVIEWED BY
Todd Drage, Engineering Technician	Public Works Finance Committee
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**
	n/a

DESCRIPTION

Noel Blum, on behalf of Blum Enterprises - 3 LLC, has requested to amend the Development Agreement for the Ridgeview Estates 2nd Addition Subdivision. The Ridgeview Estates 2nd Addition was platted in 2014 and the development agreement was approved and signed in November of that year. In 2021, the Agreement was revised to divide the subdivision into two separate phases; Phase I was constructed that same year. This requested modification is to allow the development to be completed in three phases, as detailed in Section 18 and Exhibit B of the attached amended agreement. The phasing modification is the only item requesting to be amended. All other sections of the original development agreement would remain unchanged.

The Public Works Finance Committee recommended approval of this item on April 11, 2022.

STAFF RECOMMENDATION

Approve the Amended Development Agreement with Blum Enterprises - 3 LLC for Ridgeview Estates 2nd Addition.

PROPOSED ACTIONS

ACTION: Approve the Amended Development Agreement with Blum Enterprises - 3 LLC for Ridgeview Estates 2nd Addition.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Amendment to Development Agreement - Ridgeview Estates 2nd

AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN BLUM ENTERPRISES – 3 LLC
AND CITY OF MOSCOW, IDAHO
FOR RIDGEVIEW ESTATES 2ND ADDITION SUBDIVISION

THIS AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN BLUM ENTERPRISES - 3 LLC AND CITY OF MOSCOW, IDAHO FOR RIDGEVIEW ESTATES 2ND ADDITION SUBDIVISION (hereinafter "Amendment") is entered into this _____ day of _____, 2022, by and between Blum Enterprises – 3 LLC, whose current address is 3831 Highway 8, Troy, Idaho, 83871, being the Developer of real property as described in Original Development Agreement (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 wishes to amend, and CITY agrees to amend, the Development Agreement Between Blum Enterprises – 3 LLC And City of Moscow, Idaho For Ridgeview Estates 2nd Addition Subdivision executed October 14, 2021, attached as Attachment 1 (hereinafter "Original Development Agreement"); and

WHEREAS, the Parties agree to amend Section XVIII. Phasing including the relevant Exhibit B;

NOW, THEREFORE, DEVELOPER and CITY agree to the following amendments:

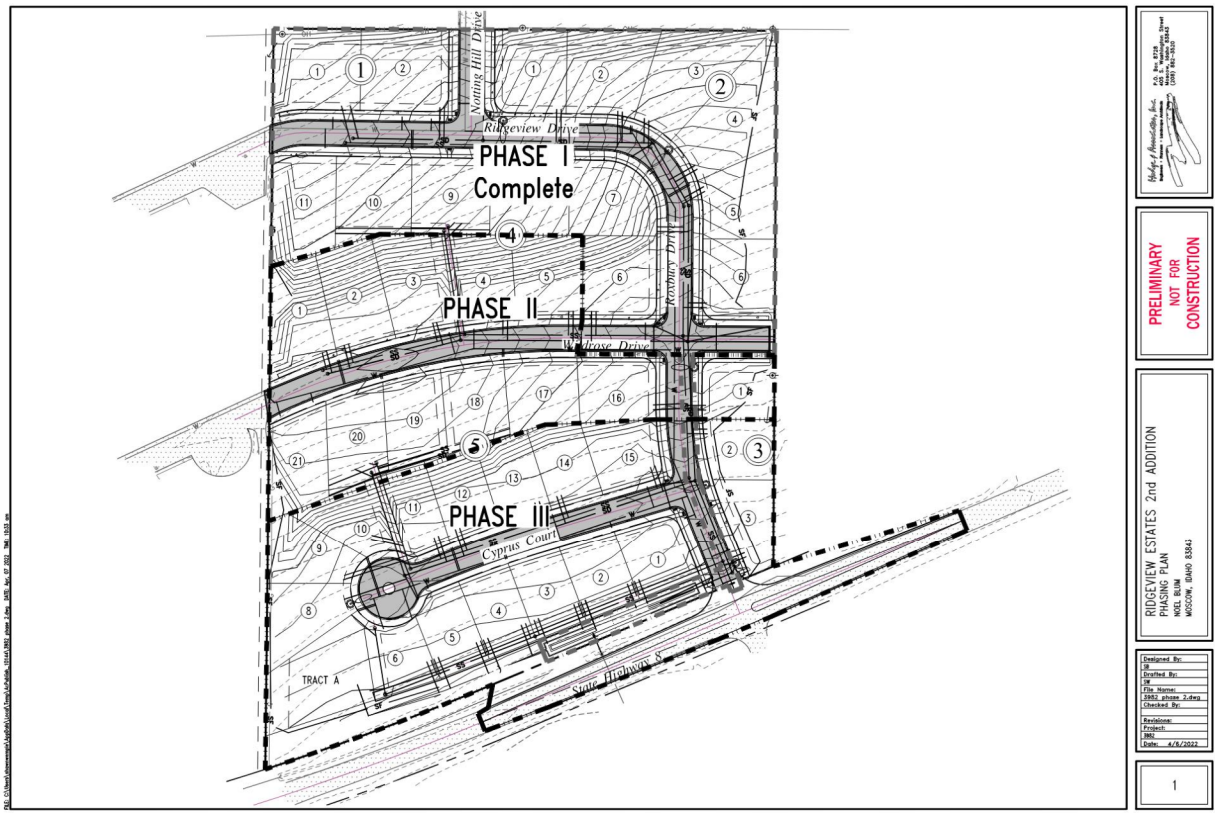
A. Section XVIII. PHASING, is hereby amended to delete the existing Section XVIII of the Original Development Agreement and shall be replaced with the following:

   XVIII. PHASING:

   Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in three Phases. The three (3) Phases are shown on the Phasing Plan attached as Exhibit "B". 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.

B. Exhibit B is hereby amended to delete the existing Exhibit B of the Original Development Agreement and shall be replaced with the following:



All other terms and conditions of the Original Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

DEVELOPER:

Blum Enterprises - 3, LLC

_____

Noel Blum, Authorized Agent

CITY:

City of Moscow, Idaho

_____

Arthur D. Bettge, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of_____, 2022, before me, a Notary Public in and for said State, appeared Noel Blum, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

_____
Notary Public for the State of Idaho
Residing at_____
My commission expires_____

NO. 619195
AT THE REQUEST OF
City of Moscow
DATE & HOUR
10/20/2021 12:34PM
TONYA DODGE
LATAH COUNTY RECORDER
FEE $ 0 BY

DEVELOPMENT AGREEMENT BETWEEN BLUM ENTERPRISES – 3 LLC AND CITY OF MOSCOW, IDAHO FOR RIDGEVIEW ESTATES 2ND ADDITION SUBDIVISION

THIS DEVELOPMENT AGREEMENT BETWEEN BLUM ENTERPRISES – 3 LLC., AND CITY OF MOSCOW, IDAHO FOR RIDGEVIEW ESTATES 2ND ADDITION SUBDIVISION (hereinafter "Agreement") is entered into this 14 day of October, 2021, by and between Blum Enterprises – 3 LLC, whose current address is 3831 Highway 8, Troy, Idaho, being the Developer of real property as described herein (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 Ridgeview Estates 2nd Addition subdivision in 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 Section 67-6513 and Section 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 (to include stop signs, street signs, etc.), sidewalks, and pedestrian paths 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 Development Agreement of DEVELOPER's own free will and accord, without coercion and 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 a parcel of land located in Lot 35, Section 16, T39N, R5W, B.M., to be known as Ridgeview Estates 2nd Addition subdivision within the CITY of Moscow, Latah County, Idaho, and more particularly described as follows:

Beginning at the Southeast Corner of Southgate 3rd Addition to the City of Moscow, said point being N 89°44'48" W 1,315.58 feet from the East ¼ Corner of Section 16, and the TRUE POINT OF BEGINNING;

Thence S 00°21'13" W 701.72 feet along the east Boundary line of Ridgeview Estates 2nd Addition to a point on the northerly Right-of-Way line of State Highway 8;
Thence S 67°14'03" W 398.83 feet along said northerly Right-of-Way line to a point;
Thence continuing along said northerly Right-of-Way line which is a curve to the right having a radius of 3,780.00 feet, a central angle of 04°49'10", a curve length of 317.95 feet, and a chord length of 317.86 feet bearing S 69°38'37" W to the Southwest Corner of Ridgeview Estates 2nd Addition;
Thence N 00°39'56" E 191.80 feet to the Southeast Corner of Ridgeview Estates 1st Addition;
Thence N 00°39'56" E 777.79 feet along the Easterly Boundary of said Ridgeview Estates 1st Addition to the Southwest Corner of said Southgate 3rd Addition;
Thence S 89°44'48" E 658.84 feet along the southerly Boundary of said Southgate 3rd Addition to the TRUE POINT OF BEGINNING.

This parcel contains 12.76 acres, more or less.

II. PUBLIC IMPROVEMENTS:

DEVELOPER agrees to install, at DEVELOPER's expense, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5 including, but not limited to, water mains, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, stormwater detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include stop signs, street signs, etc.), sidewalks, and pedestrian paths; 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 has 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 Sections 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. Once approved, six (6) complete sets of plans will be submitted to the CITY Engineer.

C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement within each approved phase of the development, within nine (9) months from the date of the issuance of the first building permit within said phase; and

D. If DEVELOPER fails to complete installation of the required public improvements for each approved phase of the development, within nine (9) months from the date of the issuance of the first building permit for said phase to CITY standards and as per the approved plans, CITY shall utilize the security described in Section VI and VII of this Agreement to complete the required public improvements and may have the right to revoke any applicable permit issued to DEVELOPER by CITY for the said phase.

E. To be responsible for the setting of all property corners by a State of Idaho licensed land surveyor within nine (9) months from the date of the issuance of the first building permit within said phase; and

F. If DEVELOPER fails to complete installation of the required property corners for each approved phase of the development within nine (9) months from the date of the issuance of the first building permit for said phase, CITY may utilize the security described in Section D.4. of the Monumentation Agreement for Ridgeview Estates 2nd Addition to have the corners set.

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 nine (9) months from the date of the issuance of the first building permit in the development, CITY may attach 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 nine (9) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements. 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 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:

Prior to construction of the subdivision, DEVELOPER agrees to voluntarily dedicate as parkland for the Ridgeview Estates 2nd Addition to the CITY of Moscow, Idaho as shown on the plat attached as Exhibit "A", a parcel of approximately 0.321 acres appearing on the attached plat as Tract "A". Said parkland dedication, together with certain agreed upon improvements to the parkland property which include import, placement, and grading of topsoil, and seeding of site with appropriate grass seed mix, shall satisfy all parkland dedication required in Moscow CITY Code Section 5-1-5(F) for the Ridgeview Estates 2nd Addition.

X. STREET TREES:

DEVELOPER agrees to voluntarily contribute to CITY Ten Thousand, Six Hundred Dollars ($10,600) to be placed in a street tree fund to be distributed to lot owners in the

Ridgeview Estates 2nd Addition subdivision for the purchase of street trees in such Subdivision. The street tree fund amount for this subdivision (as calculated by CITY pursuant to Resolution No. 2000-02) shall be provided to the homeowner of subdivision lot or lots for the purchase of street trees to be planted in said subdivision lot or lots, in accordance with current CITY of Moscow Standard Specifications and Drawings. Payment of the street tree fund amount shall be received by CITY prior to issuance of any building permits in the 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, as well as one (1) complete, digital, AutoCAD copy, 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, 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 approved phase of the development for any purpose until the described public improvements for said phase of the development 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. PHASING:

Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in two Phases. The two (2) Phases are shown on the Phasing Plan attached as Exhibit "B". 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.

XIX. 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 or registered United States mail to the following addressed:

DEVELOPER

Noel Blum
Blum Enterprises - 3 LLC
3832 Hwy 8
Troy, ID 83871
Phone:

CITY

City of Moscow, Idaho
Scott Bontrager, City Engineer
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

XX. 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:

Blum Enterprises – 3, L.L.C.

Noel Blum,
Authorized Agent of
Blum Enterprises – 3, L.L.C.
Governor

CITY:

City of Moscow, Idaho:

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
ss.
COUNTY OF LATAH)

On this 14th day of October, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Noel Blum, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same on behalf of Blum Enterprises – 3 , L.L.C.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

JENNIFER R FLEISCHMAN
Notary Public - State of Idaho
Commission Number 2020-3915
My Commission Expires 10-08-2026

NOTARY PUBLIC for the state of Idaho
Residing at Latah County
My Commission expires: 10-08-2026

Exhibit A: Final Plat

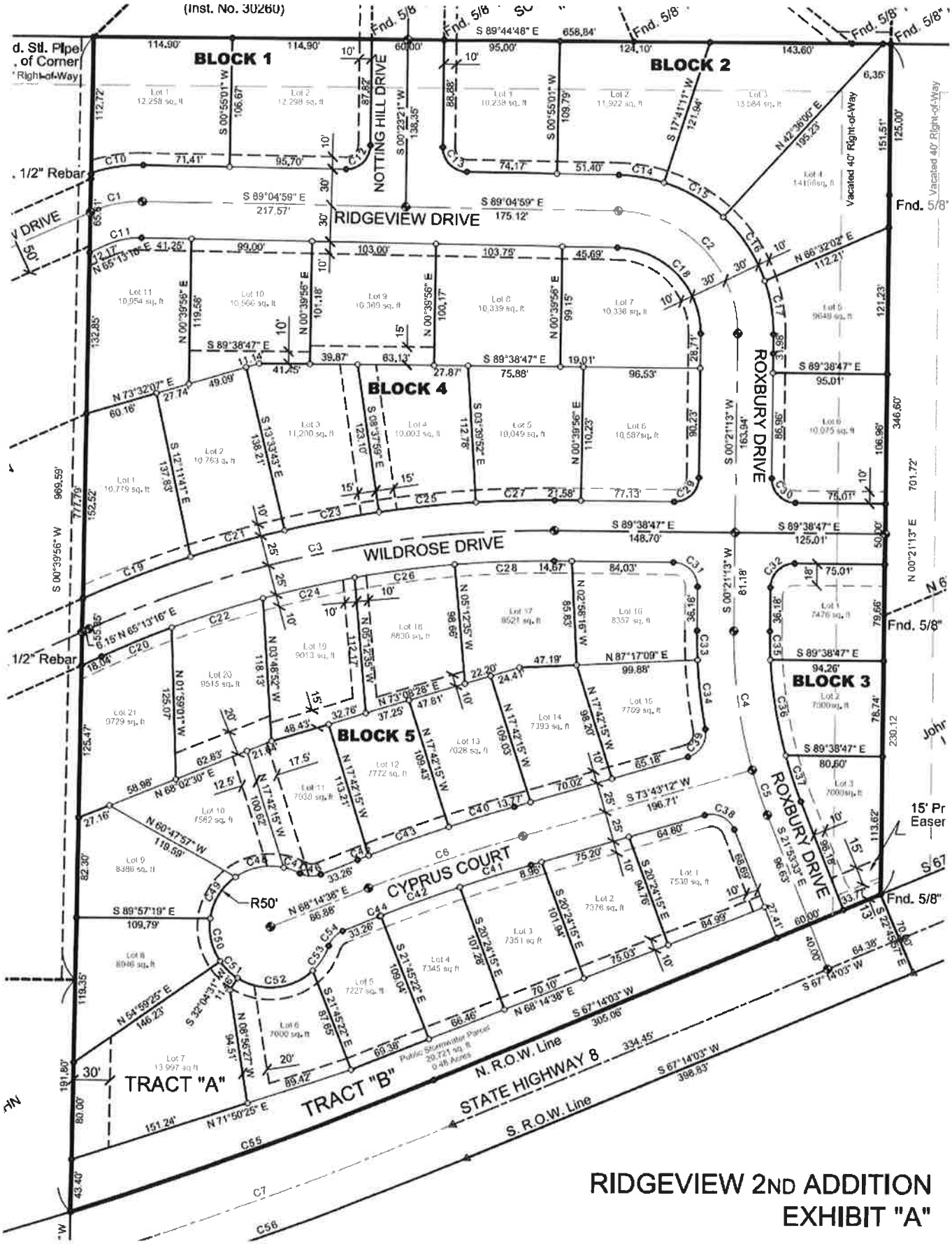
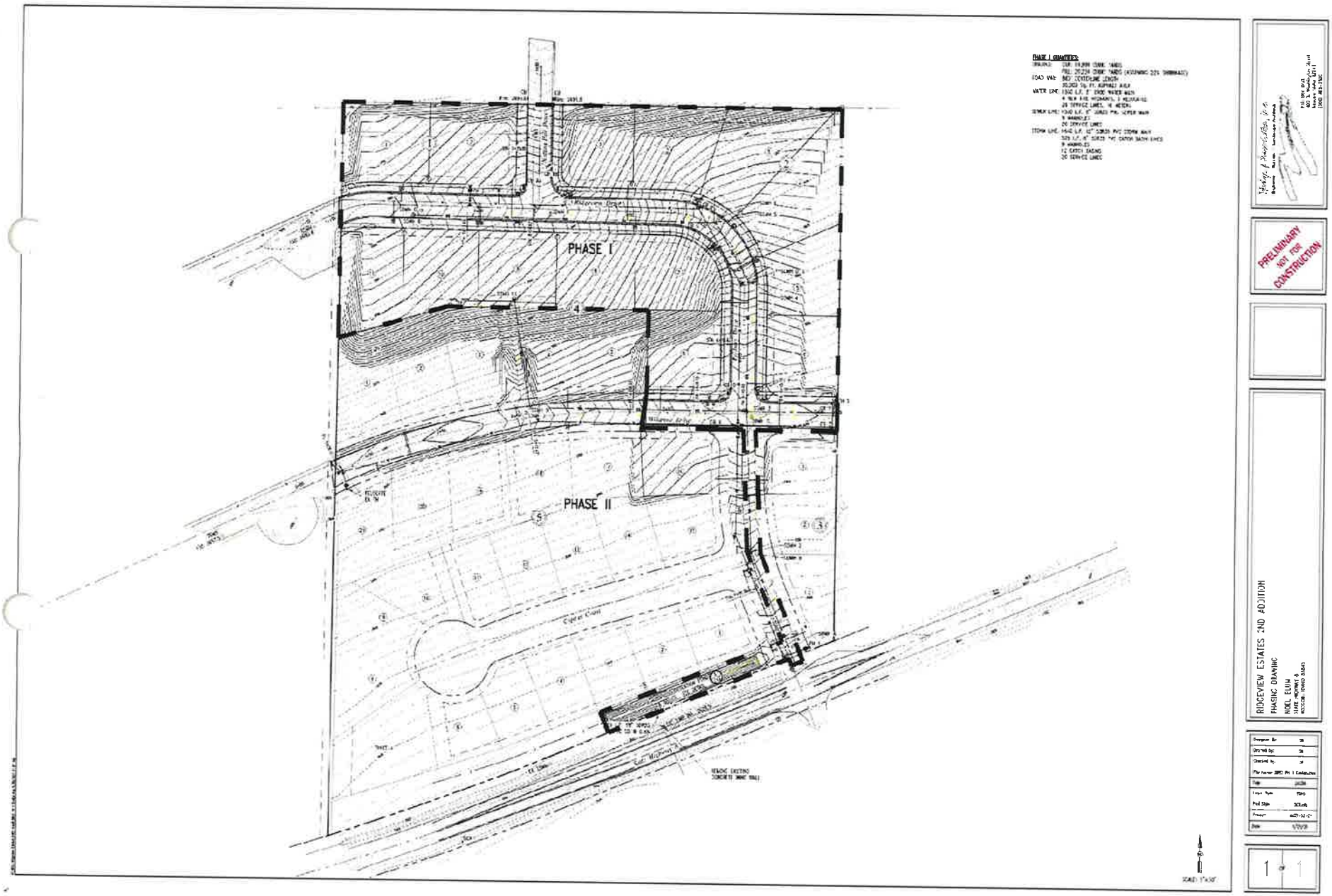


Exhibit B: Ridgeview Estates 2nd Addition Phasing Plan



CITY COUNCIL STAFF REPORT

DATE: Monday, April 18, 2022

AGENDA ITEM TITLE

ARPA Small Business and Nonprofit COVID-19 Assistance Grant Program Resolution Update (ACTION ITEM) - Cody Riddle

RESPONSIBLE STAFF	REVIEWED BY
Cody Riddle, Deputy City Supervisor - Community Development	Bill Belknap

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
	N/A

DESCRIPTION

On December 20, 2021, City Council approved Resolution 2021-30, establishing the American Rescue Plan Act Small Business and Non-Profit COVID-19 Recovery Grant Program. The resolution authorized Council to award up to fifteen-thousand dollars ($15,000) to Small Business and Non-Profit Groups, and twenty-five thousand dollars ($25,000) to Community and Social Service Non-Profits, based on specified eligibility criteria for each.

The adopted resolution authorized Council to award small businesses more than the maximum specified. However, the same discretionary authority was not included for the community and social service groups. The first round of grant requests were presented to Council on April 4, 2022. At the conclusion of the discussion, Council directed Staff to revise Resolution 2021-30 to establish the same discretionary authority for Community and Social Service Non-Profits that was originally included for Small Business and Non-Profits. The attached resolution includes the changes requested by Council.

The Public Works Finance Committee recommended approval of this item on April 11, 2022.

STAFF RECOMMENDATION

Approve the proposed updated Resolution.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the updated Resolution; or take other action as deemed appropriate.

FISCAL IMPACT

With the change, Council will have discretion to award Community and Social Service Non-Profits more than twenty-five thousand dollars ($25,000).

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. 2022 ARPA Resolution Update

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING AND ESTABLISHING AN AMENDMENT TO RESOLUTION 2021-30, THE CITY OF MOSCOW AMERICAN RESCUE PLAN ACT SMALL BUSINESS AND NON-PROFIT COVID-19 RECOVERY GRANT PROGRAM WITHIN THE CITY; PROVIDING THIS RESOLUTION REPLACE RESOLUTION 2021-30 AND TO BE EFFECTIVE 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, Idaho Code § 50-302, enables cities to promote the general welfare of its citizens; and

WHEREAS, since the first case of coronavirus disease 2019 (COVID–19) was discovered in the United States in January 2020, the disease has infected over 48 million and killed 781,963 Americans as of December 1, 2021[1]; and

WHEREAS, as businesses weathered closures and sharp declines in revenue, many were forced to shut down, especially small businesses[2]; and

WHEREAS, the pandemic's impacts on behavioral health, including the toll of pandemic-related stress, have increased the need for behavioral health and other social and community resources, and reduced housing and food security for many people; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President, and referenced in 16 Section 9901 of ARPA amended Title VI of the Social Security Act 17 (the Act) to add Section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds).[3]

WHEREAS, the Fiscal Recovery Funds are intended to provide support to state, local, and tribal governments (together, recipients) in responding to the impact of COVID–19 and in their efforts to reduce COVID–19 impacts on their communities, residents, and businesses; and

WHEREAS, on December 20, 2021, Council passed Resolution 2021-30 which provided grant awards shall be limited to twenty-five thousand dollars ($25,000) for the Community and Social Services Non Profit Grant Program; and

WHEREAS, on April 4, 2022, during a Regular City Council Meeting, the Council directed City Staff to revise Resolution 2021-30 to provide the Council the discretion to award more than $25,000 per grant award for the Community and Social Services Non Profit Grant Program; and

[1] Centers for Disease Control and Prevention, COVID Data Tracker, http://www.COVID.cdc.gov/COVID-data-tracker/#datatracker-home (last visited December 12, 2021)
[2] 6 Joseph R. Biden, Remarks by President Biden on Helping Small Businesses (Feb. 22, 2021), https://www.whitehouse.gov/briefing-room/speeches- remarks/2021/02/22/remarks-by-president-biden-on-helping-small-businesses/.
[3] Sections 602, 603 of the Act

WHEREAS, the Council supports this policy change to Resolution 2021-30 and wishes to adopt the amendment through this Resolution in order to accomplish the purposes stated herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho as follows.

1. That the City of Moscow American Rescue Plan Act Small Business and Non-Profit COVID-19 Recovery Grant Program and the Community and Social Services Non-Profit Grant Program attached hereto as Exhibit "A" is adopted;

2. That this Resolution replaces Resolution 2021-30.

EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis				
Gina Taruscio				
Sandra Kelly				
Maureen Laflin				
Anne Zabala				
Julia Parker				

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2022.

_____
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on April 18, 2022 and attest to the Mayor's signature.

_____
Laurie M. Hopkins, City Clerk

Exhibit A

City of Moscow
American Rescue Plan Act Small Business and Non-Profit COVID-19 Recovery Grant Program

1) **Definitions:** For the purpose of the City of Moscow American Rescue Plan Act (ARPA) Small Business and Non-Profit COVID-19 Recovery Grant Program, the words and terms used herein are defined as follows:
   a) *Direct Costs:* Direct costs shall include any costs incurred in response to the COVID-19 pandemic including infection prevention measures such as purchase of personal protective equipment, installation of physical barriers or partitions, enhanced cleaning efforts, COVID–19 vaccination, testing, or contact tracing programs, on-line service delivery programs, and similar expenses as approved by the City.
   b) *Operational Costs:* Operational costs shall include rent, supplies, utilities, marketing, training, payroll and payroll expenses including healthcare premiums.
   c) *Substantial Reduction in Net Income:* Substantial reduction in net income shall be demonstrated by documentation of a reduction of revenues and/or increase in expenses that resulted in a reduction of net income by twenty-five percent (25%) or more when compared to pre-pandemic conditions. For the purposes of this program recipients will compute the extent of the reduction in net income by comparing actual net income to what could have been expected to occur in the absence of the pandemic. This approach measures losses in net income relative to the applicant's most recent fiscal year prior to the COVID–19 public health emergency by using the applicant's most recent pre-pandemic fiscal year as the starting point for estimates of net income projections absent the pandemic.

Small Business and Non-Profit Grant Program

1) Program Description
Grant funding will be made available to small business and nonprofit organizations located within the City of Moscow that have experienced adverse economic impacts from the COVID-19 pandemic. Funding is intended to assist with increased expenses and/or reductions in revenues that have resulted from the COVID-19 pandemic.

2) Eligible Entities
Applicants must be a non-profit organization with at least one (1) employee (unless otherwise approved by the City Council) or a small business with less than fifty (50) employees that is located within the City of Moscow. Entities who have previously been disbarred by any state or federal agency or who are actively involved in a bankruptcy proceeding shall not be eligible

3) Eligible Expenses
Eligible expenses shall include direct costs, and those costs incurred in response to the COVID-19 pandemic, as well as operational costs (including rent, supplies, utilities, marketing, training, payroll and payroll expenses to include healthcare premiums), where COVID-19 has resulted in a demonstrated substantial reduction in net income that has resulted from revenue reduction and/or operational expense increases when compared to the pre-pandemic levels.

Applicants may not request assistance with expenses/losses that have been previously claimed and reimbursed from prior state or federal assistance programs.

In order to be eligible for operational cost reimbursement the applicant shall provide the following documentation:

a) Three years of financial statements to demonstrate revenue reduction;
b) Bank statements for 2021 and 2022 to date;
c) Tax returns for last 3 tax years;
d) Personal financial statement;
e) Nonprofit organizations must provide 990 forms for the preceding three years; and
f) Form W-9.
g) Disclosure of private, local, state and federal assistance received, including the application for said assistance, along with all documentation affiliated with such request and grant of funding, for the last three years.

4) Eligible Expense Period

All requests for reimbursement shall be for expenses incurred in the 2021 calendar year, or to be incurred within the 2022 calendar year.

5) Maximum Grant Award

Maximum grant awards shall be limited to fifteen thousand dollars ($15,000), unless otherwise approved by the City Council, and shall depend upon available funding and program interest. The City reserves the right to award a portion of an applicant's request.

6) Grant Agreement

Applicants will be required to sign a Grant Agreement acknowledging and agreeing to comply with the grant terms; funds will then be disbursed to applicants within thirty (30) days of the Council approval of the award and receipt of the signed grant agreement.

7) Grant Report

All recipients shall file a report, on a form provided by the City, that will be due annually no later than January 31 of each year through 2025, to document the use of the grant funds in compliance with the program and the American Rescue Plan Act requirements. The City reserves the right to request additional information of the recipients as deemed necessary and appropriate. If it is determined the recipient did not expend the funds in accordance with the Grant Agreement, it may constitute an Event of Default under the Grant Agreement, and the recipient may be required to repay the grant award to the City. By acceptance of the grant, recipient agrees to keep all documentation related to this program for a period of five (5) years and to comply with information requests that may include use of photos or business logos and participation in this program will be made available to the public.

Community and Social Services Non-Profit Grant Program

1) Program Description

Grant funding will be made available to non-profit organizations for the development and delivery of new or expanded service programs designed in response to the COVID-19 pandemic.

Such programs shall be consistent with the non-profits mission and shall include evidenced based intervention measures that have been demonstrated to be successful in addressing the social and/or community need, and be responsive to the public health emergency and its negative social and economic impacts upon low-income and socially vulnerable communities.

2) Community Service Areas

Grant awards shall be limited to the following community service areas unless otherwise approved by the City Council:

- Services to address homelessness including the provision of emergency and transitional housing services, and access to stable and affordable housing;
- Behavior health services including mental health and substance misuse treatment, crisis intervention and domestic abuse intervention and prevention programs;
- Nutritional assistance services including food banks, food assistance programs and similar services provided to households in need; and
- Educational services and practices to address the academic needs of students including tutoring, summer school, afterschool and other extended learning programs that address the educational, social, emotional, and mental health needs of students.

3) Eligible Entities

Applicants must be a 501(c)(3) non-profit organization, must not be classified as a foundation, must provide direct assistance and services to Moscow residents, and must have a primary mission that is within one or more of the community service areas contained herein. The non-profit organization must have at least one (1) employee (unless otherwise approved by the City Council) and must be registered with, and current in all required documentation by the Idaho Secretary of State.

4) Grant Awards

Maximum grant awards shall be limited to twenty-five thousand dollars ($25,000), unless otherwise approved by the City Council, and shall depend upon available funding and program interest. The City reserves the right to award a portion of an applicant's request. In such cases, the City shall allow the applicant to amend their program and budget proposal to reflect the amount of the grant award.

5) Grant Agreement

Applicants will be required to sign a Grant Agreement acknowledging and agreeing to comply with the grant terms; funds will then be disbursed to the approved individual non-profit. The City will award grant funds in a single disbursement.

6) Eligible Expense Period

All grant funds shall be expended within two (2) years of the grant award or by March 31, 2024, which ever comes first. Any portion of the grant funds that are not expended by that time shall be returned to the City by no later than April 31, 2024.

7) Grant Report

The non-profit recipient will provide a Grant Report to the City once all funds are expended, providing documentation that funds were spent in compliance with the Spending Plan.

The City will evaluate the non-profit's compliance with the Grant program. The City reserves the right to request additional information of the recipients as deemed necessary and appropriate. If it is determined the non-profit did not expend the funds consistent with the Spending Plan/Eligible Activities, it may constitute an Event of Default under the Grant Agreement.

In the twelve (12) months following execution of the Grant Agreement, information may be requested from each grantee. If contacted by the City, all awardees will be required to provide an update on their operations, including if additional employees have been hired or employees retained or if there has been an increase in the number of Moscow residents and/or businesses served. By acceptance of the grant, the non-profit agrees to keep all documentation related to this program for a period of five (5) years and to comply with information requests that may include use of photos or business logos and participation in this program will be made available to the public.

Application Process

1) Application Form

All applications for grant funding shall be submitted upon the application form provided by the City and shall include all necessary documentation to ensure that the request for assistance is in conformance with this Program and all associated American Rescue Plan Act requirements. Applications for the Community and Social Services Non-Profit Grant Program shall detail the proposed evidenced based intervention measures and a proposed Spending Plan that details how the grant funds are proposed to be utilized.

2) Application Review and Approval Process

All applications for grant funding will be reviewed by a three-member Review Committee that will review the request and associated documentation to ensure conformance with the program as described herein. Applicants that may be recommended for denial will be provided with the opportunity to submit additional supporting information and may request reconsideration. The Review Committee shall make a recommendation to the City Council who will review the recommendation and make the final decision upon all grant requests.