

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
August 8, 2022

4:00 PM

Council Chambers
206 E. Third St.

The Moscow Mayor, City Council and Staff welcome you to today's meeting. 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 and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of Public Works/Finance Committee July 25, 2022 Minutes (ACTION ITEM) - Taylor Riedner

2. Disbursement Report July 2022 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending July, 2022.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of July 2022.

3. Approval of Moscow Together Project (ACTION ITEM) - James Fry / Ken Faunce

Moscow Together celebrates our inclusive, welcoming, respectful, and supportive community. This unifying, non-political, non-partisan effort aims at developing a community wide sharing of a commitment to values and practices that provide fair and equal treatment for everyone by inviting entities to sign the Moscow Together commitment statement and display the Moscow Together logo.

The intent of this project is to promote a common appreciation and interest in valuing every individual in our community; to encourage collaborations; to provide educational resources; and above all to enable every individual of our diverse population to feel valued, safe, and welcome.

PROPOSED ACTIONS: Recommend approval of participation in the Moscow Together project, or provide staff with further direction.

4. Elk River Disposal Contract Proposal (ACTION ITEM) - Tim Davis

The City of Moscow has been approached by the City of Elk River regarding disposal of their waste through the Moscow Solid Waste Processing Facility. The City of Elk River produces approximately 200 tons of waste annually. Elk River is an outlying community located in northern Clearwater County and, as such, was dependent on Clearwater County Solid Waste Dept., located in Orofino, Idaho, for service. Clearwater County waste is hauled to the Asotin County landfill, located in Clarkston, WA. Due to Clearwater County's failing roll-off truck, Elk River's dissatisfaction with the services that they were receiving and Elk River's proximity to the Moscow Solid Waste Processing Facility, Elk River's mayor reached out to staff regarding the Moscow disposal option.

PROPOSED ACTIONS: Recommend approval of the Disposal Contract between the City of Elk River and the City of Moscow as presented, or provide staff further direction.

5. Roll-off Container Program Adjustments Proposal (ACTION ITEM) - Tim Davis

The City of Moscow has received a proposal from Inland North Waste to restructure the roll-off container program. Inland North Waste is proposing to offer four additional roll-off container size options to Moscow customers, including 8-yard, 11-yard, 15-yard and 45-yard, in addition to the 22-yard and 30-yard containers currently being offered. Inland North Waste is also proposing to take over the direct billing for roll-off container services currently being billed by the City of Moscow. Hauling rates will remain the same and rental rates will be restructured and simplified to a flat daily rate. The City of Moscow will continue to retain the tonnage tipping fees for roll-off container services under the proposal.

PROPOSED ACTIONS: Recommend approval of the roll-off container program adjustments proposal as presented, or provide staff further direction.

6. Mountain View Road / 6th Street Roundabout Landscaping - Bid Results (ACTION ITEM) - Scott Bontrager

The Mountain View Road / 6th Street Roundabout Landscaping project includes the installation of an irrigation system, plants, landscaping, and surface restoration on the center island of the new roundabout at the intersection of Mountain View Road and Sixth Street. The City asked the current contractor (Western Construction of Lewiston) constructing the roundabout as part of the Mountain View Sixth to Joseph project for a bid to install an irrigation system, plantings, and landscaping in the center of the roundabout. The landscaping project was designed by JUB Engineers with an Engineer's Estimate for construction of \$48,081. Western Construction of Lewiston provided the City with a bid on 7/28/2022 for \$49,925. A bid tabulation is included in the Committee packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from Western Construction of Lewiston, Inc., award the contract for \$49,925, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

7. Paradise Path Lighting Project: Conduit Installation Bid Results (ACTION ITEM) - Nate Suhr

The City requested a bid proposal for the conduit installation on the Paradise Pathway Lighting Project July 12, 2022. The bid for the project includes the installation of approximately two thousand six hundred (2600) feet of electrical conduit, seventeen (17) conduit sweeps, and seven (7) junction boxes along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. The Engineer's estimate for the project was \$49,970.00. The City received one bid on July 29, 2022 from Curry Incorporated. The bid received was in the amount of \$49,990.50. A bid tabulation is included in the Committee packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from Curry, Inc., award the contract for \$49,990.50, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

8. Palouse Groundwater Basin Water Alternatives Supply Contract Extension (ACTION ITEM) - Tyler Palmer

The City of Moscow is administering a contract with Alta Science and Engineering Inc. on behalf of the Palouse Basin Aquifer Committee (PBAC). The contract is for continued work toward the selection and implementation of an alternate supply water project. At their meeting on July 28, 2022, PBAC approved an extension of the contract to facilitate Alta's support of the project as it enters a public involvement phase. The work will be billed on a time and materials basis not to exceed \$50,000. The City will invoice PBAC for the entire amount, and reimburse any funds not expended.

PROPOSED ACTIONS: Recommend approval of the contract extension with Alta Science and Engineering Inc. as presented, or provide staff with further direction.

9. Amendment to Moscow City Code Title 11, Chapter 2-Bicycles, E-bikes, E-scooters, and E-boards, and Repeal of Title 11, Chapter 3-Bicycles (ACTION ITEM) - Cody Riddle / Mia Bautista

Staff will present an ordinance amending Title 11, Chapter 2 (Bicycles, E-Bikes, E-Scooters, and E-Boards) and repealing Title 11, Chapter 3 (Bicycles). Chapter 3, originally intended to regulate the licensing of bicycles, has been largely ineffective. The City will continue to offer a voluntary licensure program for interested residents. The amendment to Chapter 2 clarifies the ability of City Staff to tag and impound abandoned devices.

PROPOSED ACTIONS: Recommend adoption of the proposed ordinance amending Title 11, Chapter 2 (Bicycles, E-Bikes, E-Scooters, and E-Boards) and repealing Title 11, Chapter 3 (Bicycles), or provide staff with further direction.

REPORTS

Staff Report (if needed)

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
July 25, 2022**

3:00 PM

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

The meeting was called to order at 3:00 p.m.

PRESENT: Gina Taruscio, Maureen Laflin, Hailey Lewis

OTHERS: Mayor Art Bettge

STAFF: Bill Belknap, Jen Pfiffner, Cody Riddle, Tyler Palmer, Mia Bautista, Bob Buvel, Taylor Riedner

REGULAR AGENDA

1. Approval of Public Works/Finance Committee July 11, 2022 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Update to Resolution 2022-19, Time Change for Bucer's Outdoor Concert Entertainment District Event (ACTION ITEM) - Amanda Argona

Bucer's Coffeehouse and Pub is hosting an Outdoor Concert on Friday, August 12th on Main Street between 1st and 2nd Streets. In addition to being the Event Sponsor, Bucer's is also the licensed beer/wine vendor for the event. The event has been reviewed and approved by staff as of May 20, 2022. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Bucer's Outdoor Concert requested a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12, a draft resolution was prepared for the Council's consideration. This was reviewed by the Administrative Committee on July 11, 2022 and recommended for approval. The item was approved via consent agenda by the City Council on July 18, 2022. Since approval, the applicant, Bucer's Coffeehouse and Pub, is requesting a time change so the event runs from 6:00 p.m. to 9:00 p.m., rather than 7:00 p.m. to 10:00 p.m. to be in compliance with their approved Noise Exemption Permit. An updated resolution is attached for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the revised resolution allowing for the temporary suspension of the open container law within the event footprint of Bucer's Outdoor Concert for the duration of the event, or provide staff further direction.

Pfiffner introduced the item as written above and a copy of the updated Resolution was handed out at the beginning of the meeting. Laflin asked that the Noise Exemption Permit be reviewed again to match the event timeframe from 6:00 p.m. to 9:00 p.m. as well. The Committee recommended approval and that it be placed on the Council consent agenda.

3. The Block Party Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The Block Party is an event hosted by the City of Moscow, Moscow Chamber of Commerce + Visitor Center, and the University of Idaho intended to celebrate the vibrant and welcoming ties of our community. The event is scheduled for Saturday, August 27th, from 4 pm to 8 pm on Main Street between 3rd and 5th Streets. The event will feature no more than five licensed beer/wine vendors, food trucks, oversized yard games and contests, a live DJ, a karaoke contest, and more. The event has been reviewed and approved by staff as of July 13, 2022. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, The Block Party is requesting a

temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12, a draft resolution has been prepared for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of The Block Party for the duration of the event; or provide staff with further direction.

Pfiffner shared that this is the first time this event has occurred since prior to COVID and was previously known as the Vandal Town Block Party. University Marketing will be assisting with the advertisement of the event. The Committee recommended approval and that it be placed on the Council consent agenda.

4. North Jackson Street Parking Lot Paving Project Bid Results (ACTION ITEM) - Bob Buvel

The North Jackson Street Parking Lot Paving Project consists of the replacement of existing asphalt and sidewalk in the parking lot on the 300 block of N. Jackson. The contract includes excavation down to a new subgrade and the installation of approximately 550 square yards of asphalt, with curbing, sidewalk, and drainage. The City sent invitations to bid on July 8, 2022 to 5 local construction groups for the project. The Engineer's estimate for the project was \$111,590.00. The bid opening for the project took place on July 15, 2022, at which one (1) bid was received from Motley Motley Inc. in the amount of \$102,523.00. A bid tabulation is included in the Committee Packet.

PROPOSED ACTIONS: Recommend acceptance of the low bid from Motley Motley Inc, award the contract for \$102,523.00, and authorize staff approval of construction change orders to an amount not to exceed 10% of the contract amount, or provide staff further direction.

Buvel introduced the item by reviewing previous work done on the north side of the parking lot and explained this project would finish the south side. There is also a broken sidewalk on the adjacent property, White Pine Outfitters, that will be included in the project which will be paid for by the owner. The CIP budget for the project was \$100,000. Social Media, Press Releases, and signage around the area one week in advance will help communicate with those that will be impacted during the project. 10 parking stalls will be unavailable during the duration of the project. The project must be completed by the end of October and within 30 working days. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Moscow Chamber of Commerce Visitor and Tourism Services Agreement (ACTION ITEM) - Bill Belknap

The City of Moscow has financially supported the visitor and tourism activities of the Moscow Chamber of Commerce and Visitor Center for many years. In review of this arrangement, Staff identified the need to have a services agreement to document the specific services that the Chamber provides in exchange for the funding provided by the City. A draft services agreement has been prepared in cooperation with the Chamber for the Council's review.

PROPOSED ACTIONS: Recommend approval of the Visitor and Tourism Services Agreement; or provide staff with further direction.

Belknap introduced the item as written above and explained how there has not been a formalized agreement made between the City and the Chamber of Commerce for the services that have been received. The agreement period is for 3 years and at \$20,000, with a 3% annual increase. Previous contributions to the Chamber was \$17,000 for many years. The Chamber has supported a lot of tourism and other events for many years. This agreement does not change the relationship or services that have already been provided to the City from the Chamber. The Committee recommended approval and that it be placed on the Council consent agenda.

REPORTS

Staff Report (if needed)

No report needed.

ADJOURN

The meeting adjourned at 3:17 pm.

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, August 8, 2022



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report July 2022 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending July 31, 2022. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$3,265,889.31.

Payroll	\$1,743,811.00
Professional Services	\$178,707.00
Sanitation	\$121,523.00
Capital Outlay	\$9,785.00
Capital Outlay - Improvements	\$478,778.00
Capital Outlay - Buildings	\$9,764.00
ARPA Covid Grants	\$25,000.00
Supplies	\$204,754.00
Utilities	\$75,571.00
Contractual Payments	\$78,365.00
ACH Wells Fargo	\$36,863.00
ACH's	\$190,435.00
Total	\$3,153,356.00

STAFF RECOMMENDATION

Recommend approval and use of digital signatures to sign the Disbursements Report for the month of July 2022.

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of July 2022.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

DISBURSEMENTS REPORT FOR JULY 2022												
	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACH	VOID CHECKS	PAYROLL	PAYROLL	PAYROLL	GRAND TOTALS
DATE		7/7/2022	7/14/2022	7/21/2022	7/28/2022	7/5/2022	7/15/2022		6/13-6/26/22	7/15/2022	7/29/2022	
BATCH #		AP 7.8.2022	AP 7.15.2022	AP 7.22.2022	AP 7.29.2022	7/18/2022 8/1/2022 AP 7.1.2022 AP 7.15.2022 AP 7.29.2022	AP 7.15.2022 AP 7.29.2022		ID43 & 44	ID45	ID47	
CHECK #'s		102129-102205	102206-102263	102264-102372	102373-102438	July's CC ACH's	July's ACH's		21534	21535	21537	
Fund #												
101	GENERAL	21,383.93	69,250.18	69,651.23	11,709.26	8,858.35			342,241.83	357,572.13	287,880.33	1,168,547.24
105	STREETS	8,227.43	21,272.60	3,148.64	2,069.00	54.55			26,966.34	28,783.70	24,660.70	115,182.96
120	RECREATION AND CULTURE	60,187.62	13,800.82	13,089.15	16,646.04	12,185.87			99,819.18	111,351.39	52,456.97	379,537.04
121	MSD COMM. PLAY FIELDS		1,588.50	4,936.37					3,160.46	3,709.56	2,754.40	16,149.29
123	1912 CENTER	10,750.00										10,750.00
128	TRANSIT CENTER	67.86	83.84	105.00								256.70
220	WATER	4,488.83	33,062.92	40,906.65	2,138.75	1,061.56			40,310.87	42,718.38	39,091.22	203,779.18
230	SEWER	37,817.02	31,946.06	30,789.81	20,098.37	4,214.77	18,131.38		45,458.42	46,199.28	39,240.63	273,895.74
235	STORMWATER	32.19	821.87	376.34	584.75	420.00			12,962.92	12,505.64	9,033.07	36,736.78
240	SANITATION	122,130.92	403.86	1,478.36	172.21	66.38	164,553.32		7,524.74	8,383.04	7,871.85	312,584.68
290	FLEET	14,397.37	36,154.65	587.80		38.16	7,750.00		12,459.01	12,109.08	11,194.76	94,690.83
295	INFORMATION SYSTEMS	89,360.61	1,142.84	2,486.09	14,988.05	9,963.25			18,852.36	19,777.74	16,761.24	173,332.18
320	WATER CAPITAL PROJECTS		99,807.00		325,630.31							425,437.31
330	SEWER CAPITAL PROJECTS			95.06								95.06
335	STORMWATER CAPITAL PROJECTS											0.00
340	SANITATION CAPITAL PROJ											0.00
350	CAPITAL PROJECTS	6,775.69	4,328.50	25,331.13	18,479.00							54,914.32
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	375,619.47	313,663.64	192,981.63	412,515.74	36,862.89	190,434.70	0.00	609,756.13	643,109.94	490,945.17	3,265,889.31

_____ Maureen Laffin

_____ Sarah L. Banks, Finance Director

_____ Gina Taruscio

_____ Hailey Lewis

RECEIPTS REPORT FOR JULY 2022

		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	
	FUND NAME											Grand Total
Fund #												
101	GENERAL	2,240,692.54	99,558.97	54,488.53	786,413.57	139,677.44	5,099.80	17,081.84	318,728.07	60.00	8,511.70	3,670,312.46
105	STREETS	1,007,328.16	0.00	0.00	224,896.09	24,844.65	0.00	0.00	324.00	0.00	0.00	1,257,392.90
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	130,383.78	0.00	0.00	8,365.12	2,802.00	15.64	141,566.54
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	6,211.92	0.00	0.00	0.00	0.00	0.00	0.00	6,211.92
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	60.54	1,571.36
220	WATER	0.00	0.00	0.00	0.00	570,352.64	0.00	236.84	0.00	0.00	0.00	570,589.48
230	SEWER	0.00	0.00	0.00	0.00	930,541.75	0.00	1,728.84	750.48	0.00	0.00	933,021.07
235	STORMWATER	0.00	0.00	0.00	0.00	60,467.99	0.00	0.00	0.00	0.00	0.00	60,467.99
240	SANITATION	0.00	0.00	0.00	0.00	492,569.29	0.00	0.00	0.00	0.00	0.00	492,569.29
290	FLEET	0.00	0.00	0.00	0.00	75,868.14	0.00	0.00	0.00	0.00	0.00	75,868.14
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	118,153.00	0.00	0.00	3,387.40	0.00	0.00	121,540.40
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	4,830.23	5,468.62	0.00	0.00	10,298.85
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	1,280.47	0.00	0.00	0.00	1,280.47
590	BOND & INTEREST	356,371.35	0.00	0.00	0.00	0.00	0.00	387.74	0.00	0.00	0.00	356,759.09
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		3,604,392.05	99,558.97	54,488.53	1,017,521.58	2,544,369.50	5,099.80	25,545.96	337,023.69	2,862.00	8,587.88	7,699,449.96

Major Expenditures for July 2022

Professional Service		Supplies		Utilities				
Gail Cochran	\$	2,990.00	Dell Marketing, L.P.	\$	85,440.24	Avista Utilities	\$	75,570.50
Phillips Farm Nature Camp session 3 June 27th - July 1st, 2022			-DELL 2022 Order - 24 Laptops - 24 Desktops			June 2022		
C. Riddle	\$	3,631.87	Inland Northwest Implement, LLC	\$	4,506.85			75,570.50
Relocation reimbursement			K9/Prisoner unit, Water bowl, fan and window guard for #4-06 (PD)					
Evcarr, Inc.	\$	5,573.33	K C Enterprises	\$	10,369.32		Payroll	\$ 1,743,811.24
Janitorial services for multiple City locations			HLAC sweatshirts, tshirts for all staff					
Idaho Department of Environmental Quality	\$	20,025.66	Lakeside Industries	\$	5,804.00		Contractual Payments	
Idaho Pollutant Discharge Elimination System Annual Fee. FY2022			EZ Street Asphalt for cold mix (29.2 tons @ \$120.00/ea)			Heart of the Arts	\$	10,750.00
J-U-B Engineering, Inc.	\$	4,942.40	Moscow Glass & Awning, Inc.	\$	8,286.48	Humane Society of the Palouse	\$	4,434.67
WRRF facility plan update professional services 5.1.2022 - 5.28.2022			Replacement glass at 201 N. Main			Moscow Volunteer Fire Department	\$	1,750.00
Welch-Comer Engineering	\$	5,775.00	Pro Tech Wheel and Tire	\$	6,424.80	Infosend, Inc.	\$	2,957.78
Downtown Streetscape Design Project - City Portion 50%			Police car tires for stock (40 @ \$162.62/ea)			Regional Public Transportation, Inc.	\$	31,837.50
Western Hardwood, Inc.	\$	38,000.00	Thatcher Company of Montana	\$	7,969.64	Life Flight Network	\$	5,135.00
HIRC Gym floor refinishing			Aluminum Sulfate Liquid			Malwarebytes, Inc.	\$	6,997.20
Ameriben HRC	\$	5,670.00	Tim R Schulz	\$	3,153.54	HRA VEBA Trust	\$	14,503.00
Salary Survey Consulting			Refund for purchase of Cummins Generator via the City Auction					
Aqua Lawn, Inc.	\$	22,048.00	CHS, Inc.	\$	27,283.64			78,365.15
City Hall Wisescape			Unleaded (6,003 gals @ \$4.545/ea)					
Hotel 43	\$	4,550.00	Idaho Department of Lands	\$	4,544.79		ACH Wells Fargo	
AIC Conference Hotel Stay			Wild Land gear			Commercial Card Expense - July 1st	\$	5,821.32
J-U-B Engineering, Inc.	\$	7,413.60	Oxarc, Inc.	\$	3,958.61	Commercial Card Expense - July 5th	\$	6,968.29
WRRF facility plan professional services 5.29.2022 - 7.2.2022			Chlorine SO2 and deposit on chemical container			Commercial Card Expense - July 15th	\$	6,039.00
Presnell Gage, LLC	\$	30,000.00	Thatcher Company of Montana	\$	7,690.72	Commercial Card Expense - July 22nd	\$	7,165.30
Annual Audit and Financial Reporting			Aluminum Sulfate			Commercial Card Expense - July 29th	\$	10,868.98
Westamerica Communications, Inc.	\$	5,181.21	CCPR, Inc.	\$	2,622.00			
2021 WQR production, print and mail services			Peerless scution pump					
Itron, Inc.	\$	3,734.41	Food Services of America, Inc.	\$	3,391.18			36,862.89
FCS meter reading software annual subscription - first year			HLAC Concessions everything sauces to food					
Palouse Masonry Restoration	\$	13,975.00	Moscow Glass & Awning, Inc.	\$	4,792.00		ACH's	
HIRC Masonry repairs			MSDCP Magnetic door lock installations			LCA Architects, P.A	\$	7,750.00
Ziply Fiber	\$	5,196.80	Redinger Heating and Cooling, Inc.	\$	11,269.07	City Maintenance Shop Concept Design		
PRI phone lines and long distance 7/19/22 - 8/18/22			Lennox air conditioner for lab			Latah Sanitation	\$	182,684.70
			National Filter Media	\$	4,359.99	Monthly LSI Billing for June 2022		
	\$	178,707.28	Lower and Upper Belt for Dewatering Building					
			Oxarc, Inc.	\$	2,886.82			190,434.70
			Chlorine and SO2	\$	204,753.69		Capital Outlay-Buildings	
J-U-B Engineering, Inc.	\$	6,544.61				Complete Office, LLC	\$	2,973.56
Moscow 6th St Crossing over Paradise Creek - Task 1						Haddock Building Supplies		
Aspect Consulting, LLC	\$	4,128.50				Moscow Glass & Awning, Inc.	\$	6,790.00
Paradise Creek Flood Hazard Mitigation Study						Haddock Building ADA opener		
Filtration Technology, Inc.	\$	49,957.00	Finley Buttes Landfill	\$	121,522.64			9,763.56
MIOX unit for Well #6 building: Project #107-020			Garbage					
Filtration Technology, Inc.	\$	49,850.00						
MIOX for Well #6, Project #107-020				\$	121,522.64			
HMH Engineering	\$	15,472.51						
KN 22402; Pub Ave Corridor Saftey Impr. AN 96007							Capital Outlav	
M.L. Albright & Sons, Inc.	\$	145,285.29	Inland Oasis	\$	25,000.00	Consolidated Supply Co.	\$	9,785.38
South US95 Water Sewer Ext Pay App 4			ARPA Non-Profit Recovery Grant Agreement 2022-103			Tapping saddles for Woodbury Addition		
M.L. Albright & Sons, Inc.	\$	175,301.13						9,785.38
Taylor Booster Station Loop and Supply Line Upgrade				\$	25,000.00			
Avista Utilities	\$	18,479.00						
Mountainview Project Light Contracts								
Motley-Motley, Inc.	\$	13,760.00						
Two watermain connection lump sum								
	\$	478,778.04						

			Major Expenditures	\$ 3,153,355.07	97%	of the total expenditures of	\$3,265,889.31
Large Expenditures							
Western Hardwood, Inc.	\$	38,000.00	Filtration Technology, Inc.	\$	49,850.00	CHS, Inc.	\$ 27,283.64
HIRC Gym floor refinishing			MIOX for Well #6, Project #107-020			Unleaded (6,003 gals @ \$4.545/ea)	
Aqua Lawn, Inc.	\$	22,048.00	M.L. Albright & Sons, Inc.	\$	145,285.29	Inland Oasis	\$ 25,000.00
City Hall Wisescape			South US95 Water Sewer Ext Pay App 4			ARPA Non-Profit Recovery Grant Agreement 2022-103	
Presnell Gage, LLC	\$	30,000.00	M.L. Albright & Sons, Inc.	\$	175,301.13	Regional Public Transportation, Inc.	\$ 31,837.50
Annual Audit and Financial Reporting			Taylor Booster Station Loop and Supply Line Upgrade			Quarter 2 Smart Transit Pledge FY2022	
Filtration Technology, Inc.	\$	49,957.00	Dell Marketing, L.P.	\$	85,440.24	Idaho Department of Environmental Quality	\$ 20,025.66
MIOX unit for Well #6 building: Project #107-020			-DELL 2022 Order - 24 Laptops - 24 Desktops			Idaho Pollutant Discharge Elimination System Annual Fee. FY2022	
							\$ 700,028.46

City of Moscow
Cash and Investments
Balances as of 7/31/2022

Fund		Year to Date Balance
General Fund	\$	12,467,609.15
Street Fund	\$	3,846,332.64
Culture & Recreation	\$	1,534,292.72
MSDCPF	\$	214,099.73
1912 Fund	\$	61,775.84
Transit Center	\$	110,760.37
Water Fund	\$	2,729,430.17
Sewer / WRRF	\$	4,068,175.16
Stormwater	\$	140,425.55
Sanitation Fund	\$	3,402,006.03
Fleet Fund	\$	5,728,826.87
Information Systems	\$	5,039,373.58
Water Capital	\$	6,936,211.39
Sewer Capital	\$	16,566,259.15
Stormwater Capital	\$	435,801.72
Capital Projects	\$	6,885,798.89
Sanitation Capital	\$	7,097,064.29
LID construction	\$	26,715.51
Hamilton	\$	1,789,496.96
Bond & Interest	\$	1,306,989.51
LID Funds	\$	35,611.11
Payroll Service	\$	1,169,026.57
Total Cash & Investments	\$	81,592,082.91

COMMITTEE STAFF REPORT

DATE: Monday, August 8, 2022



RESPONSIBLE STAFF

James Fry, Police Chief

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Approval of Moscow Together Project (ACTION ITEM) - James Fry / Ken Faunce

DESCRIPTION

STAFF RECOMMENDATION

Recommend City Council approve participation in the Moscow Together project.

PROPOSED ACTIONS

PROPOSED ACTION: Recommend approval of participation in the Moscow Together project, or provide staff with further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Human Rights Commission Letter - Moscow Together Project
2. Moscow Together Project Final Proposal

July 22, 2022

To: Mayor Art Bettge
Moscow City Council
Bill Belknap

From: Moscow Human Rights Commission

Moscow City Council Members:

We, members of the Moscow Human Rights Commission, voted unanimously in April, 2022 to support the Moscow Together Project and we strongly recommend to the City Council to fully support the project. Moscow is an inclusive city, and we need to live up to that ideal. The Moscow Together Project is a joint effort between the Human Rights Commission, the Latah Human Rights Task Force, and the Moscow Inter-faith Council. We have support from several business leaders, the University of Idaho and the Chamber of Commerce. The proposal is attached. This project will seek the membership of businesses, non-profits and organizations in Moscow. The Moscow Together Project will promote inclusiveness and help bring our community together.

The city of Moscow has worked hard to provide equal treatment and protection of Moscow's citizens; however, not all individuals, and groups feel safe or welcome in Moscow and we need to change this. The Moscow Together project will aid in this goal by advertising businesses, non-profits and organizations as inclusive, and supportive. If the City Council supports the proposal it demonstrates to all that Moscow is a safe, inclusive and supportive community with a healthy climate we can all be proud of.

The Moscow Human Rights Commission fully and unanimously supports The Moscow Together Project and we highly recommend that the Mayor and City Council support this project.

Thank you

Ken Faunce Ph.D. RPA
Chair, Moscow Human Rights Commission

City of Moscow Human Rights Commission: Ken Faunce (Chair), Rebecca Tallent (Vice-Chair), Rula Awwad-Rafferty, Erin Agidius, Steve Simmons, Jana Argersinger, Elizabeth Stevens, Jesse Martinez, Courtney LaFranchi, Bekah Miller-MacPhee, David Pittsley, Defne Yuksel, Joann Muneta, ex officio.

MOSCOW TOGETHER

Welcoming, Inclusive, Caring

Moscow Together celebrates our inclusive, welcoming, respectful, and supportive community. This unifying, non-political, non-partisan effort aims at developing a community wide sharing of a commitment to values and practices that provide fair and equal treatment for everyone in a safe and inclusive environment by inviting all businesses, organizations, educational and faith groups who share this mission to sign the Moscow Together commitment statement and display the Moscow Together logo. By joining together to reaffirm and expand our welcoming spirit we will enhance our quality of life and benefit our business, tourism, and educational sectors.

BACKGROUND AND RATIONALE:

Because our values and livelihoods depend on keeping our community inclusive and its residents, workers, and visitors safe from bigotry and harassment, our intent is the following:

- *To promote a common appreciation and interest in valuing every individual in our community,
 - *To encourage collaborations and partnerships,
 - *To provide educational resources and activities related to welcoming and inclusivity,
- And above all: ****To enable every individual of our diverse population to feel valued, safe, and welcome.***

MOSCOW TOGETHER COMMITMENT

The **COMMITMENT STATEMENT** below will be offered for signing to all Moscow businesses, corporations, non-profit and civic organizations, and educational and faith groups. Signers will be provided with *Moscow Together* decals and/or posters. Displaying these decals will indicate the welcoming *Moscow Together* commitment on the part of participating businesses, organizations, and events. Participants will be acknowledged in an on-line listing and will receive resource packets with information and bias reporting forms from the City of Moscow, the University of Idaho, and the State of Idaho

MOSCOW TOGETHER COMMITMENT STATEMENT:

To enable everyone in our diverse, inclusive community to feel valued, safe, and welcome, I/we commit to treat every individual equally with dignity and respect in a safe and welcoming environment.

I/We agree to join *MOSCOW TOGETHER* and will display the *Moscow Together* logo decal or poster to indicate commitment to a welcoming, inclusive, caring community.

WHAT DO WE MEAN BY WELCOMING AND INCLUSIVE?

In a welcoming and inclusive community every individual is valued and treated with respect, fairness, and dignity. Diversity is understood and appreciated as a positive feature and a basic component of how the community functions. All are welcome to contribute to and be a part of the accepting and openhearted community spirit that supports and contributes to our enviable quality of life and the health of our thriving economy.

UNIFYING INTENT:

This project is intended to be a unifying effort with the purpose of increasing togetherness, communication, and commitment to Moscow as an inclusive, welcoming, safe, and caring community. It is hoped that those who are not ready to make a commitment at this time will nevertheless consider the benefits of valuing and respecting differences as a way of promoting a harmonious environment with fairness and justice for all.

STEERING COMMITTEE – ADDITIONAL ACTIVITIES AND BENEFITS

The Project will be guided by a Steering Committee of stakeholder representatives who will also help plan and implement additional activities and benefits such as:

- Workshops with welcoming and inclusivity themes.
- Newsletters, notices, or bulletins pertaining to the project.
- Events and activities to support camaraderie and networking among members.
- Recognition and publicity for members who devise innovative programs or ideas which further the purpose of the project.

COMMITTEE STAFF REPORT

DATE: Monday, August 8, 2022



RESPONSIBLE STAFF

Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Elk River Disposal Contract Proposal (ACTION ITEM) - Tim Davis

DESCRIPTION

The City of Moscow has been approached by the City of Elk River regarding disposal of their waste through the Moscow Solid Waste Processing Facility. The City of Elk River waste is collected and then deposited at a centrally located compactor. Compactors consist of an enclosed larger container that are hauled with a roll-off truck, dumped and then returned. The City of Elk River produces approximately 200 tons of waste annually. Elk River is an outlying community located in northern Clearwater County and as such was dependent on Clearwater County Solid Waste Dept., located in Orofino, Idaho, for service. Clearwater County waste is hauled to the Asotin County landfill, located in Clarkston, Wa., as Clearwater County holds a disposal contract with Asotin County. Due to Clearwater County's failing roll-off truck, Elk River's dissatisfaction with the services that they were receiving and Elk River's proximity to the Moscow Solid Waste Processing Facility, Elk River's mayor reached out to staff regarding the Moscow disposal option.

STAFF RECOMMENDATION

Recommend approval of the Disposal Contract between the City of Elk River and the City of Moscow as presented.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Disposal Contract between the City of Elk River and the City of Moscow as presented, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Elk River Exhibit A
2. ELK RIVER SolidWasteDisposal_clean

EXHIBIT “A”

**SCHEDULE OF REIMBURSEMENT
August 16, 2022 through September 30, 2023**

Elk River agrees to pay the City of Moscow (CITY) the amounts shown herein for Solid Waste Disposal, pursuant to this Agreement, and such being delivered to the Solid Waste Processing Facility by Elk River’s collection franchisee or other person or entity authorized by Elk River.

1. Municipal Solid Waste Disposal (per ton):

FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
					\$111.47	\$114.24

2. Non-Municipal Solid Waste Disposal (per ton):

FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
					\$54.72	\$56.34

3. Compostable Materials: No Charge

Fiscal year 2023 fee modification shall be effective October 1, 2022. The fee modification date shall be October 1 of each year (example: Fiscal year 2023 fee modification shall be effective October 1, 2022).

City of Elk River:

City of Moscow:

David Brown, Mayor

Arthur D. Bettge, Mayor

ATTEST:

ATTEST:

Elk River City Clerk

Laurie Hopkins, City Clerk

SOLID WASTE DISPOSAL AGREEMENT BETWEEN CITY OF ELK RIVER AND CITY OF MOSCOW, IDAHO

THIS SOLID WASTE DISPOSAL AGREEMENT BETWEEN CITY OF ELK RIVER AND CITY OF MOSCOW, IDAHO (hereinafter "Agreement"), made and entered into this ____ day of _____, 2022, by and between City of Elk River, a municipal corporation of the State of Idaho, 112 South Second Street, Elk River, Idaho 83827 (hereinafter "ELK RIVER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third <https://moscowid.v8.civicclerk.com/MyClerk> Street, Moscow, Idaho, 83843 (hereinafter "CITY").

W I T N E S S E T H :

WHEREAS, CITY offers to provide a system to ELK RIVER for the disposal of solid waste as hereafter defined, in accordance with Federal, State of Idaho and local statutes, laws, rules, regulations and ordinances; and

WHEREAS, in the opinion of ELK RIVER, CITY is qualified to provide such a disposal system for a consideration, and ELK RIVER can contribute to this system, and CITY is willing and able to manage and maintain such a service;

THEREFORE, CITY and ELK RIVER hereby enter into an Agreement for disposal of Acceptable Waste and Demolition/Inert Waste received from residences, businesses, institutions and industries within ELK RIVER, and for and in consideration of the promises and covenants contained herein, CITY hereby agrees to and with ELK RIVER to undertake and execute, for an agreed upon consideration, the herein described work, in a good, substantial and workmanlike manner.

1. DEFINITIONS

For purposes of interpretation of the terms of this Agreement, the following terms, phrases and derivations shall have the following meanings. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The term "shall" is always mandatory and not merely directory.

A. **ACCEPTABLE WASTE:** That portion of solid waste that is normally disposed of and originating from residential dwellings, businesses, industrial and commercial establishments which consists of household wastes from private residences, commercial waste which originates in wholesale, retail or service establishments such as restaurants, stores, markets, theaters, hotels and warehouses, and institutional waste material originating in schools, hospitals, research institutions and public buildings. Such Acceptable Waste shall include tires, metals and white goods. In no event shall Acceptable Waste include any Hazardous Waste, Infectious Waste or any Unacceptable Waste.

B. COLLECTION FRANCHISEE: The person, persons, corporation or partnership holding a contract and/or franchise issued or granted by ELK RIVER authorizing such person, persons, corporation or partnership to operate, conduct or maintain a solid waste collection and disposal system upon or over any highways, streets, roads alleys and public ways of ELK RIVER.

C. CENTRAL COLLECTION COMPACTOR: ELK RIVER residents and/or businesses that receive solid waste collection services and said waste is transferred to a centrally located compactor unit located within ELK RIVER.

D. DEMOLITION/INERT WASTE: That Acceptable Waste that has been accepted at the Designated Waste Processing Facility for placement in the demolition/inert landfill. Such Demolition/Inert Waste shall conform to all statutes, rules and regulations of any governmental regulatory agency which pertains to demolition/inert landfilling.

E. DESIGNATED WASTE PROCESSING FACILITY: The facility or site designated by CITY where Acceptable Waste is compacted, incinerated, landfilled, transferred or otherwise disposed of or treated prior to disposal.

F. DIRECTOR OF SOLID WASTE SERVICES: The Moscow CITY Supervisor or such other person or persons so designated by the Moscow CITY Supervisor.

G. HAZARDOUS WASTE: Any material or substance which, by reason of its composition or characteristics, is:

1. Toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. Section 6901 *et seq*, as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and any rules, regulations or policies thereunder, or

2. Special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954 *et seq*, as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and any rules, regulations or policies thereunder; or

3. Other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous or otherwise ineligible for transfer through, transportation by, or disposal from the site; or

4. Any material which would result in residue being designated as hazardous waste under the above; and

5. Any waste falling within the definition contained in Idaho Code 39-4403 (8)

H. **HOUSEHOLD SOLID WASTE:** That Acceptable Waste, including garbage or trash produced by ordinary residential units, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds and day use recreation areas and which fits into a bag, manual container, roll cart or bundle less than four feet (4') in length. Does not include Infectious Waste, Hazardous Waste, Unacceptable Waste or any type of solid waste that is not normally collected by ELK RIVER's collection Franchisee at individual or commercial units.

I. **INFECTIOUS WASTE:** Any material, chemical, compound, mixture, substance or article known to be infectious by the producer or which is designated by the United States Environmental Protection Agency or other appropriate agency of the Federal Government or the State of Idaho to be "infectious" as that term is commonly defined by or pursuant to law.

J. **PRODUCER:** Any person, business or other entity which produces solid waste within ELK RIVER.

K. **RATE MODIFICATION DATE:** The date whereby all rate adjustments shall become effective. The rate modification date shall be October 1 of each year this Agreement is in force.

L. **TRANSFER STATION:** The transfer, processing and transportation facility which has been designated by CITY for the purpose of transferring, processing and/or transporting Transport Waste.

M. **TRANSPORT WASTE:** That Acceptable Waste which has been accepted at the Designated Waste Processing Facility for loading into transport vehicles for transport to an Ultimate Disposal Site. Such Transport Waste shall conform to the rules of, and be acceptable to, the Ultimate Disposal Site.

N. **ULTIMATE DISPOSAL SITE:** Any disposal site chosen by CITY which may ultimately receive Transport Waste from the Designated Waste Processing Facility.

O. **UNACCEPTABLE WASTE:** That portion of the solid waste such as, but not limited to, explosives, pathological and biological waste, Infectious Waste, Hazardous Waste, radioactive materials, foundry sand, cesspool waste, human remains, industrial process wastes, motor vehicles (including major motor vehicle parts such as transmissions, rear ends, springs and fenders), agricultural and farm machinery and equipment, marine vessels and major parts thereof or any other large type of machinery or equipment, or that which in the reasonable judgment of the Director may present a substantial endangerment to health or safety, or has a reasonable possibility of adversely affecting the operation of the Designated Waste Processing Facility or the acceptance of Transport Waste by the Ultimate Disposal Site.

2. SCOPE OF WORK

A. **SERVICE:** CITY shall furnish, manage and maintain a system of processing, transportation, and ultimate disposal of Acceptable Waste as described herein.

B. ACCEPTANCE OF ACCEPTABLE WASTE: CITY shall accept all Acceptable Waste delivered to its Designated Waste Processing Facility by ELK RIVER's Collection Franchisee, provided all tipping fees associated with such acceptance are paid. CITY shall provide for the processing of said Acceptable Waste, including landfilling and/or hauling of said Acceptable Waste (Transport Waste) to the Ultimate Disposal Site.

C. UNACCEPTABLE WASTE: ELK RIVER shall not permit its Collection Franchisee or any other person to place Unacceptable Waste into a collection vehicle or container. ELK RIVER shall implement a program of training and procedure which is designed to prevent the placing of Unacceptable Waste into collection vehicles or containers. In the event that ELK RIVER's Collection Franchisee or any other person delivers unacceptable waste to the Designated Waste Processing Facility, CITY shall, at CITY's sole option, either:

1. Dispose of such Unacceptable Waste in a legally proper manner, and shall charge ELK RIVER for all costs thereof, plus actual reasonable administrative charges not to exceed fifteen percent (15%) of such costs; or

2. Reject such Unacceptable Waste.

3. DESIGNATION OF ULTIMATE DISPOSAL SITE(S)

The Parties understand and agree that CITY shall have the sole and exclusive right to designate the location or locations to which solid waste will be transported for processing and ultimate disposal. Should CITY need to designate a new location of the ultimate disposal site, which creates an additional cost to CITY, ELK RIVER may be charged additional fees to cover the additional cost for the new disposal site, said additional fee will be agreed upon by written agreement of both Parties.

4. HOLIDAYS

The following shall be holidays for purpose of this agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

CITY may decide to observe any or all of the above listed holidays by suspension of disposal services on a holiday, but such decision in no manner relieves CITY of its obligation to provide such services.

5. COMPLAINTS

All complaints regarding CITY's performance of this Agreement shall be made through ELK RIVER to the Director of Solid Waste Services. Complaints made directly to CITY shall be given prompt and courteous attention. CITY shall investigate and respond to such complaints and shall inform ELK RIVER in a timely manner of the nature of such complaints and any remedial action taken in response to such complaints.

6. POINT OF CONTACT

All notices between CITY and ELK RIVER shall be directed by CITY to the Mayor of ELK RIVER, 112 S. 2nd St., ELK RIVER, Idaho, 83827, and by ELK RIVER to the Director of Solid Waste Services, at P O Box 9203, Moscow, Idaho, 83843.

7. SALVAGE RIGHTS

CITY shall have the full and exclusive right to all salvageable materials when such materials are accepted at the Designated Waste Processing Facility or Recycling Center pursuant to this Agreement, and CITY shall have the sole right to any and all funds received from the sale of said salvageable materials. Salvaging or scavenging by ELK RIVER, its Collection Franchisee(s), or any of their employees or agents after delivery to said Solid Waste Processing facility is prohibited.

8. INSURANCE

A. CITY shall at all times during the term of this Agreement, maintain, or cause its franchisees to maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. Additionally, at all times during the term of this Agreement, ELK RIVER shall obtain and maintain, or cause its Collection Franchisee to obtain and maintain in full force and effect, public liability insurance and property damage insurance, including contractual liability coverage in the amounts of one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. All insurance shall be provided before commencement of work hereunder. CITY and ELK RIVER shall annually furnish the other with certificates of insurance or other evidence satisfactory to the other that such insurance has been procured and is in force. Said certificates shall contain the following express provisions:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice of said cancellation or change shall be provided to the certificate holder."

B. For purposes of this Agreement, CITY shall carry, and/or shall cause its franchisee(s) or agents to carry, the following types of insurance in at least the limits specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation	Statutory

Employer's Liability	\$1,000,000
General Liability	\$1,000,000
except automobile (bodily injury and/or property damage)	each occurrence/ \$2,000,000 aggregate
Automobile bodily injury and/or property damage liability, combined single limit	\$1,000,000 each occurrence

All coverage subject to policy conditions

C. As an alternative to the above, CITY may, with express written permission of ELK RIVER, provide the above public liability and property coverage under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for self-insured retention of an amount of \$250,000.00 with the result that CITY is its own insurer to that extent and with the requirement that CITY provides ELK RIVER with such evidence of financial responsibility as deemed necessary by ELK RIVER.

9. BASIS AND METHOD OF PAYMENT

A. Reimbursement. ELK RIVER shall pay over to CITY in accordance herewith the amounts set forth in Exhibit "A" for each type of service. Such amounts shall include all costs, fees and other expenses of CITY associated with the performance of its obligations hereunder, including those costs, if any, associated with (a) tipping fees at the Designated Waste Processing Facility; (b) transport to the Ultimate Disposal Site; (c) disposal fees at the Ultimate Disposal Site; and (d) program area costs as shown at Exhibit "A".

B. Modification of Rates.

1. Annual Rate Adjustment. The rates which may be charged by CITY in Exhibit "A", as approved by ELK RIVER for the second and final year of the term hereof are already established in Exhibit "A". The fee modification date shall be October 1 of each year.

2. CITY's Request.

a. CITY shall have the right to petition ELK RIVER at any time for additional fee adjustments on the basis of unusual changes in the cost of operations i.e., revised federal and state of Idaho laws affecting this Agreement which require mandatory compliance by the CITY resulting in increased operating costs to CITY, (as proven by full documentation of such increased operating costs as requested by ELK RIVER). All such requests shall be fully developed setting forth the changes requested, existing costs, summary of estimated change in costs and the amount of fee change requested. ELK RIVER shall respond to such requests within thirty (30) days.

b. ELK RIVER understands that the cost of CITY's operations and services to be provided hereunder are subject to certain agreements (i.e., a Franchise Agreement and Hauling

and Disposal Agreement). ELK RIVER has had the opportunity to review and analyze such agreements. CITY shall have the right to petition for a fee adjustment from ELK RIVER, and ELK RIVER shall be obligated to grant such fee adjustment, when such adjustment is made by CITY in response to a fee adjustment required by CITY's contractors pursuant to such agreements. All such requests shall be fully developed setting forth the changes requested, existing costs, summary of estimated change in costs and the amount of fee change requested. ELK RIVER shall respond to such requests within thirty (30) days. All fee adjustments made pursuant to this Section. shall be limited to ELK RIVER's pro-rata share of the actual fee adjustment(s) required of CITY.

3. ELK RIVER's Request. ELK RIVER may petition CITY for a change in either the level or nature of the service, and the resulting proposed fee adjustment. The notice shall include a listing by ELK RIVER of the type or nature of documentation, analysis or audit it is relying upon in support of the proposed change. Within sixty (60) days following receipt of such a request, unless some other time period is mutually agreed to by the Parties, CITY shall notify ELK RIVER as to whether it agrees with the modification of level or nature of service and/or the fee adjustment. Nothing herein shall be construed to require CITY to consent to such change in the nature of level of service. In the event CITY does not agree with ELK RIVER's fee adjustment, it shall also provide ELK RIVER with copies of all documentation, analysis or audit, on which CITY relies. If CITY agrees with the fee adjustment, such adjustment will become effective upon ELK RIVER giving written notice to CITY to implement the change in the level or nature of service. In the event that ELK RIVER does not implement such changes in the nature or level of service (after CITY has agreed to such changes), ELK RIVER shall reimburse CITY for its costs, plus actual reasonable administrative charges not to exceed fifteen percent (15%) of such costs, incurred in responding to ELK RIVER's request for such adjustment. It is further acknowledged that this paragraph shall not operate so as to terminate the material provisions and intent of this Agreement; that is, CITY shall provide the solid waste disposal services set forth herein to ELK RIVER during the term of this Agreement.

4. Effective Date. The fee adjustments contemplated in subparagraphs (2) and (3) above, shall become effective on the date(s) that the changes in service commence, or on the date such contractual rates change.

5. Emergency Services. Should additional services be required in an emergency, above and beyond those contemplated in this agreement, ELK RIVER may order reasonable delivery of services and ELK RIVER shall pay the verifiable costs of such services, plus actual reasonable administrative charges not to exceed fifteen percent (15%) of such costs.

C. Payment. CITY shall be responsible for billing ELK RIVER monthly for the services set forth herein. ELK RIVER shall remit payment to CITY by the 20th day of each month following receipt of CITY's billing. In the event that ELK RIVER fails to remit payment to CITY by the 20th day of each month for such billing, ELK RIVER shall pay to CITY, in addition to the amount of the billing, a late fee in the amount of one percent (1%) of the amount of the billing per day beyond the due date. In addition to this late fee, in the event that ELK RIVER fails to remit payment to CITY within fourteen (14) days from the due date, CITY may, in its discretion, without penalty or determination that CITY is in breach of this Agreement, suspend its obligations and services to be provided hereunder until such charges are paid.

10. TITLE TO WASTE

Title to all Acceptable Waste accepted at CITY's Designated Waste Processing Facility shall pass to CITY when so accepted. Title to Hazardous Wastes, potentially harmful wastes, Infectious Wastes or other Unacceptable Waste shall not vest with CITY, but shall remain in the Producer. ELK RIVER further agrees that it shall have the responsibility to identify the Producer of such wastes.

11. WAIVER

The failure of ELK RIVER or CITY to insist on strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that ELK RIVER or CITY may have regarding that specific instance, and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions hereof. Making or receiving payments pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the Party making such payment.

12. ADHERENCE TO LAWS

CITY and ELK RIVER shall at all times comply with and adhere to applicable laws governing the performance of the services described herein. Non-compliance with applicable statutes, rules and regulations by CITY or ELK RIVER shall act as a breach of this Agreement and shall subject the non-complying Party to liability therefore. CITY and ELK RIVER shall report violations of such laws as soon as practicable.

13. RECORDS AND INSPECTION

A. Records

CITY shall maintain such records as may be specified herein or may be necessary to document the quantity of solid waste accepted and processed in the performance of this Agreement separately from that solid waste received by CITY pursuant to any other agreement with any governmental entity, business or person and to document the time and date of performance of services hereunder. Actual scale records shall be utilized in determining the quantity of solid waste collected and transported hereunder unless the Parties hereafter agree to use a system of estimation. Such actual scale weights shall be obtained utilizing the scales maintained at the Designated Waste Processing Facility. CITY shall make all documents relating to the performance of work hereunder, including scale records, available to ELK RIVER within fourteen (14) working days of receiving written notice detailing the documents requested. This time period may be extended where extenuating circumstances exist. Further the Parties agree that CITY shall provide ELK RIVER, with each monthly billing, the following information as to the solid waste received and processed hereunder during the preceding month.

1. Tonnage of Acceptable Waste broken down into categories of :
 - a. Transport Waste (MSW);
 - b. Inert/Demolition (NMSW).

2. Should ELK RIVER desire that records be maintained other than as provided above, ELK RIVER may petition CITY to cause such records to be maintained, and CITY, in its sole discretion, may cause such records to be maintained, provided that the cost of maintaining such records shall be borne by ELK RIVER.

B. Inspection

ELK RIVER reserves the right to conduct on-site inspections of CITY's operations (including, without limitation, the actual weighing of solid waste) without notice and at reasonable times and in a reasonable manner. The costs of such inspections, including any increase in CITY's cost of operations as a result of accommodating such inspections shall be borne by ELK RIVER. CITY shall furnish ELK RIVER with all requested information relating to such work, provided the costs of providing such information shall be borne by ELK RIVER.

14. JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, and venue shall be in the District Court of Latah County.

15. BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

16. HOLD HARMLESS/INDEMNIFICATION

A. CITY will indemnify, save harmless, and exempt ELK RIVER, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of CITY, its officers, agents and employees; provided however, that CITY shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of ELK RIVER, its officers, agents, franchisees, servants and employees.

B. ELK RIVER will indemnify, save harmless, and exempt CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any actions of ELK RIVER pursuant to ELK RIVER's performance of this Agreement arising out of a willful or negligent act or omission of ELK RIVER, its officers, agents and employees; provided however, that ELK RIVER shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of CITY, its officers, agents, franchisees, servants and employees.

17. TERM

This Agreement shall be for a term of one (1) year and two (2) months commencing on August 16, 2022 and ending September 30, 2023. The CITY at its sole discretion may terminate this Agreement if there is an "Interruption in Service" pursuant to CITY's Franchise Agreement with Latah Sanitation, Inc. as amended on December 7, 2015 and the CITY is unable to fulfill its duties under this Agreement based on said "Interruption in Service". In the event CITY exercises its right to terminate, ELK RIVER would be obligated to pay CITY for services rendered to date and CITY would not pay ELK RIVER any compensation for said termination.

18. RESOLUTION OF DISPUTES

Any dispute arising as to the terms of this Agreement, excepting the compensation to be paid to CITY, as referenced in Section 9, shall be dealt with in the following manner, unless otherwise specified:

A. The Party seeking resolution of a dispute under this Agreement shall provide the other Party with written notice of the specific nature of the dispute and the section of this Agreement relied on for its position;

B. The Party receiving the notice shall respond (in writing) within five (5) working days as to what action it will take to resolve the dispute;

C. If a dispute continues to exist, the Parties shall meet within ten (10) working days from the date of the receipt of the written response in an attempt to resolve the dispute. ELK RIVER shall be represented by its Mayor (and any other representatives it desires to have present), and CITY shall be represented by its Mayor (and any other representatives it desires to have present), in an attempt to resolve the dispute.

D. Such resolution of the dispute as the Parties are able to agree upon shall be put in writing and signed by the representatives of each Party and shall become a part of this Agreement.

E. If a dispute is not resolved through the foregoing procedures, either Party may seek satisfaction through a complaint filed in the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah, which shall be the exclusive forum agreed to by the Parties. (In any matter before the court, the remedy of specific performance shall be the preferred remedy.) In any action filed pursuant to this Agreement, costs and attorney fees shall be awarded by the court to the prevailing Party.

F. Any time limits for action under this Agreement may be increased or decreased by mutual agreement of the Parties, said agreements to be in writing.

19. SEVERABILITY

If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions herein shall not be affected and shall remain in full force and effect.

20. ENTIRE AGREEMENT

This Agreement and its Exhibit(s) constitute(s) the entire agreement and understanding between the Parties and it shall not be considered modified, altered, changed or amended in any respect unless done in accordance with this Agreement, reduced to writing, and signed by the Parties hereto. Any finding by a court of competent jurisdiction that any part or provision of this Agreement is unconstitutional or invalid shall not invalidate any other provision hereof.

21. PRIOR AGREEMENTS

This Agreement supersedes any and all prior Agreements between the Parties for solid waste disposal services.

CITY, by and through its Mayor, and ELK RIVER, by and through its Mayor have duly executed this agreement in duplicate originals, to be effective on the 16th day of August, 2022, notwithstanding the date executed by the Parties hereto.

CITY OF ELK RIVER, IDAHO:

ATTEST:

David Brown, Mayor

Elk River City Clerk

CITY OF MOSCOW, IDAHO:

ATTEST:

Arthur D. Bettge, Mayor

Laurie Hopkins, CITY Clerk

COMMITTEE STAFF REPORT

DATE: Monday, August 8, 2022



RESPONSIBLE STAFF

Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Roll-off Container Program Adjustments Proposal (ACTION ITEM) - Tim Davis

DESCRIPTION

The City of Moscow has received a proposal from Inland North Waste to restructure the roll-off container program. Inland North Waste is proposing to offer four additional roll-off container size options to Moscow customers, including 8-yard, 11-yard, 15-yard and 45-yard, in addition to the 22-yard and 30-yard containers currently being offered. Inland North Waste is also proposing to take over the direct billing for roll-off container services currently being billed by the City of Moscow. Hauling rates will remain the same and rental rates will be restructured and simplified to a flat daily rate. The City of Moscow will continue to retain the tonnage tipping fees for roll-off container services under the proposal.

STAFF RECOMMENDATION

Recommend approval of the roll-off container program adjustments proposal as presented.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the roll-off container program adjustments proposal as presented, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Proposal for Roll-off Program Adjustments



July 14, 2022

City of Moscow
206 East 3rd Street
P.O. Box 9203
Moscow, Idaho 83843

Re: Proposal for Roll-Off Program Adjustments

Dear Tim:

Thank you for the opportunity to continue serving the City of Moscow. Inland North Waste (INW) is pleased to announce we will begin offering additional roll-off dumpster rental services. The following outlines these services and proposes a redesigned roll-off dumpster rental billing structure to support these services for the City of Moscow's consideration.

Additional Services

INW has recently invested in the expansion of our roll-off dumpster inventory to better meet the needs of our customers. This acquisition includes the purchase of 8-yard, 11-yard, 15-yard and 45-yard roll-off dumpsters.

These additional offerings will provide our customers with a more flexible and cost-effective rental experience. On multiple occasions, a customer's property was too small to accommodate our smallest, 22-yard dumpster. A larger dumpster, however, is a more affordable option with fewer exchange services. As seen in the enclosed Exhibit B, the revenue that INW received in 2020 from the rental and hauling of the City of Moscow's 30-yard brush dumpsters was considerably greater than that of the 45-yard brush dumpsters used the year before. This example illustrates the significant cost variance additional dumpster sizes will provide and how this inventory expansion will be an immense benefit to our customers.

Customer Direct Billing

As it currently stands, the roll-off rental program is managed in part by both the City of Moscow and INW offices. While INW is the initial entity to enroll and process the customer's request, subsequent rental management through its conclusion and calculation of charges, the City of Moscow is the entity from which the customer receives their bill. This system results in the customer corresponding with and making inquiries to the inappropriate office.

We propose INW's administrative department absorbs the billing process in its entirety. The City of Moscow will continue to review and approve customer charges as is currently the practice; however, INW



will manage all customer rental coordination and billing accounts with invoice distribution. With this, INW will engage the customer from their first inquiry to their final bill.

We believe this adjustment will improve the customer experience and lighten the Sanitation Manager's administrative burden. INW will receive 100% of the roll-off rental revenue to offset these costs, as is seen in the enclosed Exhibit C.

Modification of Fee Structure

Charges for all customers will remain within the three current categories: rental, hauling, and tonnage, with the addition of a "sorting" fee, "damage deposit" fee and a "pull-date adjustment" fee.

- **Tonnage Fees.** Tonnage "Tipping" fees for all customers will remain a direct reflection of the currently accepted rates for the Solid Waste Processing Facility.
- **Hauling Fees.** Hauling fees for all City customers will be \$112.20 per delivery, exchange, or pick-up.
- **Rental Fees.** The rental fee structure will transition to a *per/day* model as illustrated in the enclosed Exhibit A, including a modest rate increase.
- **Sorting Fees.** INW will begin applying a "sorting fee" to roll-off dumpsters in which unpermitted materials/items have been deposited.
- **Damage Deposit.** A "damage deposit" will be taken before delivery of rental to ensure damages to roll-off boxes by the customer is covered.
- **Pull Delay Fees.** INW will begin charging a fee to customers who require or hold their dumpster beyond the originally scheduled pull date without adequate time for approved rescheduling.

We appreciate your consideration of this proposal and welcome continued conversation to determine what works best for INW, the City of Moscow, and our customers. INW values the relationship we hold with the City of Moscow and appreciates working with you and your staff to provide exceptional roll-off dumpster rental service to the community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sti'.

Stevie Steely-Johnson
Chief Administrative Officer

Enclosed:

2022 City of Moscow Roll Off Proposal - Exhibit A - Customer Roll-Off Dumpster Fees

2022 City of Moscow Roll Off Proposal - Exhibit B - Box Size Variance Impact Sample

2022 City of Moscow Roll Off Proposal - Exhibit C - Proposed Change to Exhibit G 6.3

Exhibit A

Roll Off Dumpster Fees

Box Size	Hight	Length	Width
8 Yard	3 ft	12 ft	7 ft
11 Yard	4 ft	12 ft	7 ft
15 Yard	5 ft	12 ft	7 ft
22 Yard	4 ft	22 ft	8 ft
30 Yard	5 ft	22 ft	8 ft
45 Yard	9 ft	22 ft	8 ft

Hauling fees (Delivery, Exchange, Pick-up):

\$112.20 per trip

Rental fees:

8 yd — \$5 per day + sales tax

11 yd — \$6 per day + sales tax

15 yd — \$7 per day + sales tax

22 yd — \$8 per day + sales tax

30 yd — \$10 per day + sales tax

45 yd — \$14 per day + sales tax

No Rental Fee for Holidays

Tonnage Fees

Solid Waste: \$95.85 per ton	Paper, plastic, household garbage, foam, styrofoam, pre-treated wood, loose insulation, burned waste, mattresses, upholstered furniture, and unused rolls of carpet.
Demolition: \$39.10 per ton *If any solid waste is found in a box the tonnage will be charged as such	Construction materials (concrete, roofing, drywall, ect.), wood furniture, doors, glass, fiberglass, tree stumps, dirt/sod, painted wood, plywood, sawdust, and removed old carpeting.

Damage Deposit: We will collect a damage deposit before delivering any dumpster. This will cover any damages or contamination/sorting. If neither occur, it will be used towards your tonnage and hauling fees. Based on the intended use, damage deposit will range from \$100-\$500.

Sorting Fee: We will use \$100 from the damage deposit if there are any of the following items found in the box: electronic waste, hazardous waste, tires, or large appliances.

Pull Delay Fees: Additional Hauling Fee applied on each occasion a dumpster is kept beyond its originally scheduled Pull Date without prior approval.

Be aware that all accounts that are 30+ days past due are subject to a late fee of 5% or \$15, whichever is greater. I have reviewed and do acknowledge the above fees and terms.

Authorized Signature:

Printed Name:

Date:

Exhibit B
MRC BRUSH BOXES

2019				2020			
Hauling				Hauling			
MONTH	45YD TRIPS-2019	MOSCOW TOTAL	LSI TOTAL	MONTH	30YD TRIPS-2020	MOSCOW TOTAL	LSI TOTAL
JANUARY	14	\$1,570.80	\$1,187.76	JANUARY	10	\$1,122.00	\$870.00
FEBRUARY	3	\$336.60	\$254.52	FEBRUARY	20	\$2,244.00	\$1,740.00
MARCH	10	\$1,122.00	\$848.40	MARCH	35	\$3,927.00	\$3,045.00
APRIL	45	\$5,049.00	\$3,817.80	APRIL	64	\$7,180.80	\$5,568.00
MAY	49	\$5,497.80	\$4,157.16	MAY	78	\$8,751.60	\$6,786.00
JUNE	44	\$4,936.80	\$3,732.96	JUNE	81	\$9,088.20	\$7,047.00
JULY	61	\$6,844.20	\$5,175.24	JULY	83	\$9,312.60	\$7,221.00
AUGUST	47	\$5,273.40	\$3,987.48	AUGUST	64	\$7,180.80	\$5,568.00
SEPTEMBER	39	\$4,375.80	\$3,308.76	SEPTEMBER	63	\$7,068.60	\$5,481.00
OCTOBER	59	\$6,619.80	\$5,133.00	OCTOBER	106	\$11,893.20	\$9,374.64
NOVEMBER	86	\$9,649.20	\$7,482.00	NOVEMBER	100	\$11,220.00	\$8,844.00
DECEMBER	17	\$1,907.40	\$1,479.00	DECEMBER	0	\$0.00	\$0.00
TOTALS	474	\$53,182.80	\$40,564.08	TOTALS	704	\$78,988.80	\$61,544.64
	Moscow Total less LSI Total	\$12,618.72			Moscow Total less LSI Total	\$17,444.16	
Rental				Rental			
MONTH	45YD RENTAL-2019	MOSCOW TOTAL	LSI TOTAL	MONTH	30YD RENTAL-2020	MOSCOW TOTAL	LSI TOTAL
JANUARY	14	\$253.40	\$174.02	JANUARY	10	\$181.00	\$127.50
FEBRUARY	3	\$54.30	\$37.29	FEBRUARY	20	\$362.00	\$255.00
MARCH	10	\$181.00	\$124.30	MARCH	35	\$633.50	\$446.25
APRIL	45	\$814.50	\$559.35	APRIL	64	\$1,158.40	\$816.00
MAY	49	\$886.90	\$609.07	MAY	78	\$1,411.80	\$994.50
JUNE	44	\$796.40	\$546.92	JUNE	81	\$1,466.10	\$1,032.75
JULY	61	\$1,104.10	\$758.23	JULY	83	\$1,502.30	\$1,058.25
AUGUST	47	\$850.70	\$584.21	AUGUST	64	\$1,158.40	\$816.00
SEPTEMBER	39	\$705.90	\$484.77	SEPTEMBER	63	\$1,140.30	\$803.25
OCTOBER	59	\$1,067.90	\$752.25	OCTOBER	106	\$1,918.60	\$1,373.76
NOVEMBER	86	\$1,556.60	\$1,096.50	NOVEMBER	100	\$1,810.00	\$1,296.00
DECEMBER	17	\$307.70	\$216.75	DECEMBER	0	\$0.00	\$0.00
TOTALS	474	\$8,579.40	\$5,943.66	TOTALS	704	\$12,742.40	\$9,019.26
	Moscow Total less LSI Total	\$2,635.74			Moscow Total less LSI Total	\$3,723.14	

*Charged for 45 YD boxes through September 2019

Exhibit C
Changes to Exhibit G Section 6.3

Current Exhibit G Section 6.3 (FY22)

Special Services with roll-off truck:

Large Container Service:

Rental rate for one (1) time exchange service and rental rate per day after first five (5) working days

<u>Container Size</u>	<u>Rental</u>	<u>Sales Tax</u>	<u>Delivery</u>	<u>Exchange</u>	<u>Pickup</u>
22 yd	9.66	0.58	89.51	89.51	89.51
30 yd	13.12	0.79	89.51	89.51	89.51

Proposed Exhibit G Section 6.3 (FY22)

Special Services with roll-off truck:

Large Container Service:

Rental Rate:

8 yd --- \$5 per day + .30 sales tax

11 yd --- \$6 per day + .36 sales tax

15 yd --- \$7 per day + .42 sales tax

22 yd --- \$8 per day + .48 sales tax

30 yd --- \$10 per day + .60 sales tax

45 yd --- \$14 per day + .84 sales tax

Long term rental agreements available through approval by an INW representative.

No Rental Fee for Holidays

Delivery/Exchange/Pickup Rate:

<u>Container Size</u>	<u>Delivery</u>	<u>Exchange</u>	<u>Pickup</u>
8 yd	112.20	112.20	112.20
11 yd	112.20	112.20	112.20
15 yd	112.20	112.20	112.20
22 yd	112.20	112.20	112.20
30 yd	112.20	112.20	112.20
45 yd	112.20	112.20	112.20

Damage Deposit: INW will collect a damage deposit before delivering any dumpster. This will cover any damages or contamination/sorting. If neither occur, it will be used towards your tonnage and hauling fees. Based on the intended use, damage deposit will range from \$100-\$500.

Sorting Fee: INW will use \$100 from the damage deposit if there are any of the following items found in the box: electronic waste, hazardous waste, tires, or large appliances.

Pull Delay Fees: Additional Hauling Fee applied on each occasion a dumpster is kept beyond its originally scheduled Pull Date without prior approval from an INW representative.

COMMITTEE STAFF REPORT

DATE: Monday, August 8, 2022



RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Mountain View Road / 6th Street Roundabout Landscaping - Bid Results (ACTION ITEM) - Scott Bontrager

DESCRIPTION

The Mountain View Road / 6th Street Roundabout Landscaping project includes the installation of an irrigation system, plants, landscaping, and surface restoration on the center island of the new roundabout at the intersection of Mountain View Road and Sixth Street. The City asked the current contractor (Western Construction of Lewiston) constructing the roundabout as part of the Mountain View Sixth to Joseph project for a bid to install an irrigation system, plantings, and landscaping in the center of the roundabout. The landscaping project was designed by JUB Engineers with an Engineer's Estimate for construction of \$48,081. Western Construction of Lewiston provided the City with a bid on 7/28/2022 for \$49,925. A bid tabulation is included in the Committee packet.

STAFF RECOMMENDATION

Accept the low bid from Western Construction of Lewiston, Inc., award the contract for \$49,925, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the bid from Western Construction of Lewiston, Inc., award the contract for \$49,925, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

FISCAL IMPACT

Funds for the Mountain View Road / 6th Street Roundabout Landscaping project would be expended from the Streets Roadway Improvement Program 350-150-770-83. Expenditure of \$49,925 plus an additional 10% allocated for possible change orders to fund contract with Western Construction of Lewiston, Inc. for the construction of the project.

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. Mountain View Rd & 6th Street Roundabout Landscaping - Bid Tabulation
2. Mountain View Road 6th St Roundabout Landscaping Construction Agreement_with attachments

Mountain View Road / 6th Street Roundabout Landcaping
Quote Recieved 7/28/2022

Engineer Estimate

Bid From: Western Construction

Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total
1	Site Work / Miscellaneous	1	LS	\$ 12,154.00	\$ 12,154.00	\$ 11,800.00	\$11,800.00
2	Irrigation Work	1	LS	\$ 19,755.00	\$ 19,755.00	\$ 10,925.00	\$10,925.00
3	Plantings	1	LS	\$ 6,947.00	\$ 6,947.00	\$ 8,000.00	\$8,000.00
4	Landscaping	1	LS	\$ 9,225.00	\$ 9,225.00	\$ 19,200.00	\$19,200.00

Total \$48,081.00

Total \$49,925.00

**CONSTRUCTION AGREEMENT
FOR MOUNTAIN VIEW ROAD / 6TH STREET ROUNDABOUT LANDSCAPING
BETWEEN CITY OF MOSCOW, IDAHO
AND WESTERN CONSTRUCTION OF LEWISTON, INC.**

THIS CONSTRUCTION AGREEMENT FOR MOUNTAIN VIEW ROAD / 6TH STREET ROUNDABOUT LANDSCAPING BETWEEN CITY OF MOSCOW, IDAHO, AND WESTERN CONSTRUCTION OF LEWISTON, INC. (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 Western Construction, Inc., 3900 Industrial Way, Lewiston, Idaho 83501 (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: Mountain View Road / 6th Street Roundabout Landscaping, consisting of 183 pages;
2. Bid Proposal of CONTRACTOR, dated July 28, 2022, see Attachment 'B', consisting of 7 pages;
3. Insurance Certificate;
4. Plans, Attachment 'C', consisting of 7 pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

"Mountain View Road / 6th Street Roundabout Landscaping"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed no later than October 15th, 2023, 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 Forty-Nine Thousand Nine Hundred Twenty-Five Dollars (\$49,925), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Forty-Nine Thousand Nine Hundred Twenty-Five Dollars (\$49,925), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

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

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:

Western Construction of Lewiston
3900 Industrial Way
Lewiston, ID 83501

CITY:

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

ARTICLE 16. NON-APPROPRIATIONS

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

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

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

**ARTICLE 18.
EXECUTION**

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

I, Case Stedham, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Western Construction of Lewiston to this Agreement.

CONTRACTOR:

Western Construction of Lewiston

CITY:

City of Moscow, Idaho

By: Case Stedham

Arthur D. Bettge, 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 Case Stedham, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Western Construction of Lewiston.

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

City of Moscow
Latah County, Idaho



Mountain View Road / 6th Street Roundabout Landscaping

MARCH 2022

BID AND CONTRACT DOCUMENTS

ENGINEER:



J-U-B ENGINEERS, Inc

201 S. Jackson St.

Moscow, Idaho 83843

(208) 746-9010

www.jub.com

BID AND CONTRACT DOCUMENTS

City of Moscow Latah County, Idaho Mountain View Road / 6th Street Roundabout Landscaping March 2022

NOTICE AND DISCLAIMER

THE PLANS AND/OR SPECIFICATIONS (DOCUMENTS) ARE THE PROPERTY OF J-U-B ENGINEERS, INC. ("J-U-B") AND BY USING THE DOCUMENTS YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS NOTICE AND DISCLAIMER.

THE USE OF THE DOCUMENTS CREATES NO DUTY IN CONTRACT, TORT, EQUITY OR OTHERWISE OF J-U-B TO THE USER. THE USER SHALL NOT (I) DISSEMINATE THE DOCUMENTS, OR ANY PART THEREOF, TO OTHERS WITHOUT THE WRITTEN CONSENT OF J-U-B, OR (II) USE THE DOCUMENTS, OR ANY PART THEREOF, FOR ANY USE OTHER THAN AS DESIGNATED HEREIN FOR THE INTENDED PROJECT. THE DOCUMENTS ARE NOT INTENDED FOR USE IN CREATING DTM FOR GRADING OR EARTHWORK, SURVEY STAKING LAYOUT (UN-LESS SPECIFICALLY IDENTIFIED AS SUCH IN THE DOCUMENTS), OR PROPERTY BOUNDARY LAYOUTS.

J-U-B AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DAMAGES OR CLAIMS ARISING OUT OF THE UNAUTHORIZED USE OR MISUSE OF THE DOCUMENTS, OR ANY PART THEREOF, WHETHER SUCH DAMAGE OR CLAIM IS BASED IN CONTRACT, TORT OR OTHERWISE. THE USER HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD J-U-B AND ITS AGENTS HARMLESS FROM ANY DAMAGES OR CLAIMS ARISING OUT OF, OR RELATED IN ANY WAY TO, THE USER'S UNAUTHORIZED USE OR MISUSE OF THE DOCUMENTS, OR ANY PART THEREOF.

IF THE DOCUMENTS ARE PROVIDED IN ELECTRONIC FORMAT, THE ELECTRONIC DOCUMENTS ARE SUBJECT TO THE PROVISIONS OF J-U-B'S "ELECTRONIC DOCUMENT/DATA LIMITED LICENSE" FOUND AT EDOCS.

Engineer:



J-U-B ENGINEERS, Inc
201 S. Jackson St.
Moscow, Idaho 83843
(208) 746-9010

Owner:



City of Moscow
206 East Third Street
Moscow, Idaho 83843
(208) 883-7080

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BID AND CONTRACT DOCUMENTS

Mountain View Road / 6th Street Roundabout Landscaping City of Moscow Latah County, Idaho

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City of Moscow
Latah County, Idaho
Mountain View Road / 6th Street
Roundabout Landscaping

Section 1-A

Bid Forms

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the business office of the Community Development Engineering Division at 504 S. Washington Street, Moscow, Idaho 83843 and clearly marked “**Mountain View Road / 6th Street Roundabout Landscaping**”, until **3:00 p.m.** prevailing local time, **Tuesday, August 2nd, 2022**, for the following project

MOUNTAIN VIEW ROAD / 6TH STREET ROUNDABOUT LANDSCAPING

This project will include the installation of irrigation systems, planting schedule , and surface restoration in the middle of the of the roundabout.

The Contract Documents may also be examined at the following locations:

- City of Moscow, Haddock Building, 504 South Washington Street, Moscow, ID 83843
- J-U-B ENGINEERS, Inc.; 201 S Jackson St., Moscow ID 83843

Any objections to the contents or terms of the documents shall be raised one (1) day prior to bid opening or it shall be deemed to have been waived.

Prevailing wages are not required on this project.

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

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

An Idaho Public Works License is required to bid.

The City reserves the right to reject any or 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 City.

Questions shall be referred to the Capital Projects Admin, Tracy Ortiz, at City of Moscow, at 504 S Washington St, Moscow ID 838432; phone 208-883-7034; email tortiz@ci.moscow.id.us

ISPWC - BIDDER'S CHECK LIST

The Bidder's Check List is offered to assist the prospective bidder in checking his/her Bid. This checklist does not relieve the bidder from properly completing his/her Bid.

Check off when completed:

1. ☐ Are all blank spaces filled out on Bid Form?
2. ☐ Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?
3. ☐ Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown in words and figures.
4. ☐ Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?
5. ☐ Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?
6. ☐ Have all other subcontractors, suppliers, individuals or entities as required in the Instructions to Bidders been listed, and in the case of subcontractors, their Idaho Public Works Contractor license number?
7. ☐ Have all Addenda been received and acknowledged with the proper signature on the Bid Form?
8. ☐ In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.
9. ☐ Has Bid Security been enclosed?
10. ☐ Has Bidder performed examinations in accordance with the Instructions to Bidders?
11. ☐ Has Bidder included additional information required in Article 14 of the Instructions to Bidders?

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City of Moscow, Idaho
Latah County

Mountain View Road / 6th Street Roundabout Landscaping
INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Bidder* – One who submits a Bid directly to the Owner, as distinct from a Sub-Bidder, who submits a Bid to a Bidder.
- B. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office for this project is:

J-U-B ENGINEERS, Inc.
201 S. Jackson St.
Moscow, ID 83843
(208) 746-9010

Electronic copies of the Contract Documents shall be obtained as described in the Invitation to Bid.

- C. *Owner* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The Owner for this project is:

City of Moscow
206 East 3rd Street
Moscow, Idaho 83843

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained from the Issuing Office. The deposit for the Bidding Documents is ***not*** refundable.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence as may be called for below.

- A. See 13.11.
- B. See 3.03

- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor's License to submit a Bid or proposal for this project. Public Works Contractor License Number shall be submitted with the Bid where indicated on the Bid Form.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request at the cost of reproduction. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request at the cost of reproduction. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.
- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 A. If applicable, reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data;
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at the time and location indicated in the Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- 7.03 Where discrepancies occur in the Contract Documents, the most stringent requirement will dictate.

ARTICLE 8 – BID SECURITY

- 8.01 ~~A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of cash, a certified check, cashier's check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the Contract Documents.~~
- 8.02 ~~The Bid security of the Successful Bidder shall be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited in accordance with State law. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.~~
- 8.03 ~~Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within fourteen days after the Bid opening.~~

This Section
Not Used

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.02 Per Idaho Code 67-2310, Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid submitted by the Bidder unresponsive and void. Use naming of subcontractors form 00440.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein or the words “No Bid,” “No Change,” or “Not Applicable” entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.

- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown. Include evidence of authority to sign.
- 13.08 All names shall be printed or typed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho. If the project is federally funded, signing the Bid Form constitutes a covenant to obtain such qualification prior to award of the Contract. Bidder's Idaho Public Works Contractor License Number shall also be shown on the Bid form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

~~A. Bidders shall submit a Bid on a lump sum basis for the Base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.~~

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 Allowances

- A. Not used.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished the Bid Bond Form. The Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Invitation to Bid. A mailed Bid shall be addressed to *Owner at address in Article 1.01 of Bid Form*.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

~~16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.~~

16.03 Relief from Bids. (a) If the Owner determines that a Bidder is entitled to relief from a Bid because of mistake, the Owner shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The Owner shall make the report available for inspection as a public record. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.

16.04 Grounds for Relief. The Bidder shall establish to the satisfaction of the public entity that:

- a) A clerical or mathematical mistake was made;
- b) The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred; and
- c) The mistake was material.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids and to award the bid in conformance with Title 67, Chapter 28 of the Idaho Code. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates (if any), unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 If the Contract is to be awarded, the Owner will award the Contract to the lowest responsive and responsible Bidder whose Bid is acceptable to the Owner. The basis of award will be based on the lowest Base Bid.
- 19.05 In order for a Bid to be considered responsive, the Bid Form must be completed, including the Base Bid and all listed Additive Alternates.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

~~22.01 Owner is exempt from _____ state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. _____). Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.~~

22.01 Refer to Article 6 of the General Conditions for tax requirements.

ARTICLE 23 – RETAINAGE

~~23.01 Provisions for retainage are as established in the Supplementary Conditions. Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.~~

ARTICLE 24 – Not Used

**City of Moscow, Idaho
Latah County
Mountain View Road / 6th Street Roundabout Landscaping**

BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Moscow Attn: Deputy City Clerk
504 South Washington Street
Moscow, Idaho 83843

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of ~~all~~ which is hereby acknowledged:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Bid prices listed shall include all applicable taxes and fees.

BASE BID – Mountain View Road / 6th Street Roundabout Landscaping

 Indicates schedule of values for the lump sum item.

ITEM NO.	Specification Reference	ITEM DESCRIPTION	UNITS	QTY.	TOTAL
1		Site Work / Miscellaneous	LS	1	
	S1	Bonding Expenses	LS	1	
	2010.4.1.A.1	Mobilization	LS	1	
	1103.4.1.B.1	Traffic Control Signs	LS	1	
	802.4.1.B.1	Crushed Aggregate for Base Type II (2") (used for berm construction)	TN	70	
2		Irrigation Work	LS	1	
	901.4.1.A	1" Sch 40 Irrigation Mainline Pipe & Fittings	LF	20	
	901.4.1.B.1	3/4" Sch 40 Irrigation Lateral Pipe & Fittings	LF	15	
	901.4.1.B.2	1 ½" Sch 40 Lateral Line Drip Headers & Fittings	LF	50	
	901.4.1.C	Connect to Water Meter	EA	1	

ITEM NO.	Specification Reference	ITEM DESCRIPTION	UNITS	QTY.	TOTAL
	901.4.1.D	Controller (Hunter PED-SS-A2C-1200-SS)	EA	1	
	901.4.1.E	Grounding Rod (5/8"x8')	EA	1	
	901.4.1.F	Drain Valve Assembly (Apollo, 3/4")	EA	3	
	901.4.1.G	Backflow Prevention Assembly (3/4" Zurn 375)	EA	1	
	901.4.1.H	Flow Sensor (Hunter HFS-100)	EA	1	
	901.4.1.I	Master Valve Assembly (Hunter ICV-G, 1")	EA	1	
	901.4.1.J	Mainline Isolation Valve (1" Brass ball valve)	EA	1	
	901.4.1.K	Quick Coupling Valve Assembly (Leemco L2)	EA	1	
	901.4.1.L	Drip Control Valve Assembly (Hunter ICZ 1")	EA	2	
	901.4.1.M	Drip Tubing (Hunter HDL-06-18-CV)	LF	1,270	
	901.4.1.N	Manual Drip Line Flush Valve (per detail)	EA	2	
	901.4.1.O	Communication Wiring	LS	1	
	901.4.1.P	Irrigation Control Wire	LS	1	
3		Plantings	LS	1	
	3001.4.1.A	Trees (evergreen 4' ht. min.)	EA	5	
	3001.4.1.B	Shrubs (5 gal.)	EA	25	
	3001.4.1.C	Perennial (1 gal.)	EA	104	
4		Landscaping	LS	1	
	3001.4.1.D	Rock Mulch (3" depth, 1 ¼" Buckskin Rock)	SF	1,925	
	3001.4.1.E	Weed Barrier Fabric (Tygar 3301B, under rock mulches)	SF	1,925	
	3001.4.1.F	Small Boulder (2' – 2 ½' size)	EA	13	
	3001.4.1.G	Large Boulder (3-4' size)	EA	5	
	3001.4.1.H	Imported Topsoil & Fine Grading	CY	72	
Sum of Lump Sum Items (1-4)					

BASE BID TOTAL PRICE _____
(use words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. ~~Required Bid security in accordance with Article 8 of the Instructions to Bidders;~~
 - B. Not used;
 - C. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;
 - D. ~~Contractor's Non-Collusion Affidavit;~~
 - E. ~~Anti-Discrimination Affidavit;~~
 - F. Bidder's State of Idaho Public Works Contractor's License No.: _____.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Date of Qualification to do business in Idaho is ____ / ____ / ____.

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Idaho is ____ / ____ / ____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____/____/____.

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____/____/____.

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

Idaho Public Works Contractor License No. _____.

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Contractor's Non-Collusion Affidavit

State of _____) SS

County of _____

Bid for _____, being
first duly sworn, deposes, and says that he/she is _____
[sole owner, a partner, president, secretary, etc.] of, _____
_____ [Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____
day of _____, 20__.

(SEAL)

Notary Public _____

State of _____

My Commission Expires _____

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Anti-Discrimination Affidavit

STATE OF _____;

COUNTY OF _____;

The Bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall not refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupational qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

Contractor's Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

State of _____

Residing at _____

My Commission Expires _____

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This Section
Not Used

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

BIDDER *(Name and Address):* _____

SURETY *(Name and Address of Principal Place of Business):* _____

OWNER *(Name and Address):* _____

BID

Bid Due Date: _____

Description *(Project Name and Include Location):* _____

BOND

Bond Number: _____

Date *(Not earlier than Bid due date):* _____

Penal sum _____

(Written in Words)

\$ _____

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By: _____

Signature

By: _____

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, binds themselves, heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the sum of such penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

**This Section
Not Used**

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

[illegible]

NOTES TO USER

- 1. This form must be included for all bids.*

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City of Moscow
Latah County, Idaho
Mountain View Road / 6th Street
Roundabout Landscaping

Section 1-B

Contract Forms

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Notice of Award

Date: _____

Project: Mountain View Road / 6th Street Roundabout Landscaping

Owner: City of Moscow, Idaho

Owner's Contract No.: 112-022

Contract: Mountain View Road / 6th Street Roundabout Landscaping

Engineer's Project No.: 07-21-025

Bidder: _____

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

The Contract Price of your Contract is _____ Dollars (\$_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____
Authorized Signature

Title

Copy to Engineer

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**CONSTRUCTION AGREEMENT
FOR MOUNTAIN VIEW ROAD / 6TH STREET ROUNDABOUT LANDSCAPING
BETWEEN CITY OF MOSCOW, IDAHO
AND _____**

THIS CONSTRUCTION AGREEMENT FOR MOUNTAIN VIEW ROAD / 6TH STREET ROUNDABOUT LANDSCAPING BETWEEN CITY OF MOSCOW, IDAHO, AND _____ (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 _____ (hereinafter "CONTRACTOR"):

WITNESSETH:

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 _____, and the following:

1. Drawings, Specifications and Proposal, Attachment 'A' for: Mountain View Road / 6th Street Roundabout Landscaping, consisting of _____ number of pages;
2. Bid Proposal of CONTRACTOR, dated _____, 2022, see Attachment 'B', consisting of _____ number of pages;
3. Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of _____ number of pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

“Mountain View Road / 6th Street Roundabout Landscaping”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start be substantially completed no later than October 15th, 2023, 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 _____, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of _____, unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

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

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:

Company Name
Authorized Agent
Street Address
City, State Zip

CITY:

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

ARTICLE 16. NON-APPROPRIATIONS

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

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

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

ARTICLE 18. EXECUTION

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

CONTRACTOR:

CITY:

City of Moscow, Idaho

By:

Art Bettge, 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 _____.

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

Notice to Proceed

Date: _____

Project: Mountain View Road / 6th Street Roundabout Landscaping

Owner: City of Moscow, Idaho

Owner's Contract No.: 112-022

Contract: Mountain View Road / 6th Street Roundabout Landscaping

Engineer's Project No.: 07-21-025

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements]*.

Owner: City of Moscow, Idaho

Given by:

Authorized Signature

Title

Date

Copy to Engineer

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PER **This Section** ND

Not Used

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

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

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

This Section
Not Used

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

This Section
Not Used

- 5.1 The responsibilities of Contractor to perform the Work and completion of the Contract;
5.2 Additional legal, design professional fees, and costs resulting from Contractor's Default, and resulting from the actions of or failure to act or surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

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

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

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

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address and Telephone)

Surety Agency or Broker:

Owner's Representative (Engineer or other party):

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**This Section
Not Used**

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, shall be obligated to pay the Claims of Claimants, their heirs, executors, administrators, successors, and assigns to Owner to pay for the labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

This Section
Not Used

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

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

Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

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

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

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

Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

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

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

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

Pay or arrange for payment of any undisputed amounts.

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

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

This Section
Not Used

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

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

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

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

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

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

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

FOR INFORMATION ONLY – (Name, Address, and Telephone)

Surety Agency or Broker:

Owner's Representative (Engineer or other):

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Form WH-5 Public Works Contract Report

Contractors awarded Idaho public works contracts must submit this form to the Tax Commission within 30 days of receiving the award. (Idaho Code sections 54-1904A and 63-3624(g)).

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Business operates as ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC		Public works contractor license number
Sole proprietor's Social Security number	Idaho sellers permit number	Idaho withholding tax permit number
Awarding agency project number		Amount of contract \$
Description and location of work to be performed		

Project Dates

Scheduled project start date: _____ Completion date: _____

If the following information isn't available at this time, please enter date it will be: _____

All Subcontractors

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			
Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			
Name			Federal EIN
Address			Public works contractor number
City	State	ZIP Code	Amount of subcontract \$
Description of work			
Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

All Subcontractors (continued)

Name			Federal EIN	
Address			Public works contractor license number	
City	State	ZIP Code	Amount of subcontract \$	

Description of work

Name			Federal EIN	
Address			Public works contractor license number	
City	State	ZIP Code	Amount of subcontract \$	

Description of work

Name			Federal EIN	
Address			Public works contractor license number	
City	State	ZIP Code	Amount of subcontract \$	

Description of work

Suppliers

List your major suppliers of materials, equipment, and supplies. Include items removed from inventory and items provided to you by the government agency for use in this project.

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

*If you're reporting any untaxed materials, equipment, or supplies as "items subject to use tax" on your Idaho return, provide the period when you did or will report it: _____

If you paid tax to a state other than Idaho, write the name state next to "total value" boxes, above. For any tax due that you haven't reported yet, include payment with this form. You can make copies of this form if you need more room.

Sign Here	Authorized signature	Print name	Phone number	Date
------------------	----------------------	------------	--------------	------

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-0410

For more information, call (208) 334-7618 | Fax: (208) 332-6619 | Email: contractdesk@tax.idaho.gov

Contractor's Application for Payment No. _____

Application Period:		Application Date:	
To (Owner):	From (Contractor):	Via (Engineer):	
Project:	Contract:		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	

Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ _____
			2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F on Progress Estimate)..... \$ _____
			5. RETAINAGE:
			a. X _____ Work Completed..... \$ _____
			b. X _____ Stored Material..... \$ _____
			c. Total Retainage (Line 5a + Line 5b)..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G on Progress Estimate + Line 5 above)..... \$ _____
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____

Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Date) _____
(Engineer)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____
(Owner)

Approved by: _____ (Date) _____
Funding Agency (if applicable)

Progress Estimate

Contractor's Application For Payment No.

[illegible]

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Moscow, Idaho	Owner's Contract No.: 112-022
Contractor:	Contractor's Project No.:
Engineer: J-U-B ENGINEERS, Inc.	Engineer's Project No.: 07-21-025
Project: Mountain View Road / 6th Street Roundabout Landscaping	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. The Owner, Contractor, and Engineer have agreed that the 72-hour startup test can occur from April 28 through May 1, and that the generator can be tested after the date of substantial completion.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: ☐ None ☐ As follows:

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Mountain View Road / 6th Street Roundabout	Owner: City of Moscow, Idaho	Owner's Contract No.: 112-022
Contract: Mountain View Road / 6th Street Roundabout Landscaping		Date of Contract:
Contractor:		Engineer's Project No.: 07-21-025

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

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Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Mountain View Road / 6th Street Roundabout Landscaping	Owner: City of Moscow, Idaho	Owner's Contract No.: 112-022
Contract: Mountain View Road / 6th Street Roundabout Landscaping	Date of Contract:	
Contractor:	Engineer's Project No.: 07-21-025	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Name: _____
Print Name

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Name: _____
Print Name

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Name: _____
Print Name

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Mountain View Road / 6th Street Roundabout Landscaping	Owner: City of Moscow, Idaho	Owner's Contract No.: 112-022
Contract: Mountain View Road / 6th Street Roundabout Landscaping		Date of Contract:
Contractor:		Engineer's Project No.: 07-21-025

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer:
Signature: _____
Print Name: _____

Receipt Acknowledged by Contractor:	Date:
Signature: _____	
Print Name: _____	

Copy to Owner

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City of Moscow
Latah County, Idaho Mountain
View Road / 6th Street
Roundabout Landscaping

Section 2

General Conditions

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

ISPWC DIVISION 100 – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Modified From

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

2015 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC)

NOTE: The base document is the 2007 EJCDC version. Items added to EJCDC to form the 2015 ISPWC are underlined. Items deleted from the EJCDC to form the 2015 ISPWC are shown in strikeout format.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



ASCE American Society
of Civil Engineers

P/E National Society of
Professional Engineers
Professional Engineers in Private Practice

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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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Modified from 2007 EJCDC C-700 Standard General Conditions of the Construction Contract

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
 14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
- 42.a. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- 42.b. *Standard Specifications*—Wherever in these Contract Documents reference is made to the Standard Specifications, said reference shall be understood as referring to the Idaho Standards for Public Works Construction which applicable parts are incorporated herein and made a part of these Documents by specific reference thereto. If requirements contained in the Standard Specifications are modified by or are in conflict with supplemental information in these Contract Documents, the requirements of these Contract Documents shall prevail.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

- B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
2. “Command” type language is used in the Contract Documents. This command language refers to, and is directed to the Contractor.

- C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

- D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or

- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

- 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if

any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 - 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Contract Documents; or
 - 3. differs materially from that shown or indicated in the Contract Documents; or
 - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C. *Possible Price and Times Adjustments:*
1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be

within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

1. The Contractor's scope of work shall include implementation of necessary safety, public health and environmental procedures and requirements relating to sanitary sewage encountered during the work.
 2. The Contractor's scope of work shall include necessary safety and environmental requirements for handling and disposal of asbestos pipe removed from service or excavated during the course of the work.
- D. If Contractor encounters a Hazardous Environmental Condition not indicated in the Drawings or Specifications or identified in the Contract Documents or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligent acts or omissions ~~negligence~~.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have a Best's rating of no less than A:VII, in addition to the other requirements specified herein.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07;
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.

- b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuing coverage during the two year period of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

NOTES TO USER

The Owner, in consultation with their attorney and risk manager, should choose which party shall provide property insurance. In accordance with the Owner's direction, use the appropriate Section A below.

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and
 - 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners,

employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. ~~Owner~~Contractor shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- ~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~
- D. Contractor shall be responsible for any deductible or self-insured retention.
- ~~E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~
- E. If Owner requests in writing that other special perils be included in the property insurance policies provided under paragraphs 5.06.A or 5.06.B of the General Conditions, Contractor shall, if possible, include such insurance, and the cost thereof will be charged to Owner by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, Contractor shall in writing advise Owner whether or not such other insurance has been procured by Contractor.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing

within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit ~~overtime work or~~ the performance of Work outside the regular working hours or on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties, special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and,
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - 2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable

substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier ~~who is listed as a loss payee~~ whose interests are included on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the

Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents..

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.
- D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of the Contractor:

Idaho Code Section 63-1501. Definitions. As used in this act, the following terms shall have the following meanings:

“Contracting units” shall include the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein.

“Contractor” shall mean any person, firm, co-partnership, association, or corporation, foreign or domestic, entering into a contract for the construction, erection, repair, or improvement of any kind or character of public works in this state.

“Taxes” shall mean all taxes, assessments, excises, and license fees authorized to be levied, assessed, and collected under the laws of this state, other than taxes on real property.

“Taxing unit” shall mean the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein authorized by law to assess, levy and collect taxes.

Idaho Code Section 63-1502. Conditions precedent to contract for public works. Before entering into a contract for the construction of any public works in this state, the contracting unit shall require as conditions precedent that the contractor be authorized to do business in this state and that he furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable then due or delinquent.

Idaho Code Section 63-1503. Contractor for public works to pay or secure taxes—Agreement. Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

The contractor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and 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 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 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 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.

Idaho Code Section 44-1002 requires the following: The Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed, the Contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.

Idaho Code Chapter 19 of Title 54 requires proper licensing of Public Works Contractors.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. In the event of the Contractor's default on the payment of taxes, excises, and license fees as set forth in Idaho Code 63-1503 , the Owner shall have the authority to withhold from any payment due the Contractor under this contract, the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing authorities to which said Contractor is liable.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the site.
 - 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 - 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 - 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
 - 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 - 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

- 1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

6.22 *Quality Control*

- A. Contractor shall provide quality control, which shall include the initial and subsequent inspections of Contractor's Work to ensure that the Work conforms to the Contract Documents.
- B. Contractor shall designate the person responsible for Contractor's quality control while Work is in progress, and shall notify Engineer, in writing, prior to any change in quality control representative assignment.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a

reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful actions or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.
- F. Contractors, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the Engineer, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by the Engineer.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than ~~30~~ 10 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within ~~60~~ 20 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within ~~30~~ 10 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within ~~30~~ 20 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said ~~30~~ 21 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality

of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in

accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

- 1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

- 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the Engineer and the other party to the Contract in accordance with the provisions of paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *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. ~~Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~ 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 Owner's and Engineer's acceptance of the Work at the site except:
 1. ~~for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below; costs incurred in connection with tests or inspections pursuant to paragraph 13.04.B of the General Conditions shall be paid for as provided in said paragraph; and as otherwise specifically provided in the Contract Documents.~~
 2. ~~that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.C; and,~~

~~3. 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 Owner 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 13.03.E 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.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's warranty, special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be

entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

- A. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 7 ~~10~~ days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner referred to in Paragraph 14.02.B.2. Engineer may also

refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. ~~Ten~~ Twenty-one days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items including, but not limited to, liquidated damages entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars

in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if, within 7 days of receipt of notice of intent to terminate, Contractor begins to correct its failure to perform and proceeds diligently to cure such failure and become in compliance with the contract requirements. Such cure must occur within no more than 30 days of said notice unless otherwise extended by the Engineer. ~~Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.~~
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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City of Moscow
Latah County, Idaho
Mountain View Road / 6th Street
Roundabout Landscaping

Section 3

Supplementary Conditions

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**City of Moscow
Latah County, Idaho
Mountain View Road / 6th Street Roundabout Landscaping**

Supplementary Conditions

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract (ISPWC Division 100, 2015 edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01.A.2. Add the following language at the end of Paragraph 1.01.A.2:

The Agreement may also be referred to as “Contract” within these Contract Documents.

SC-1.01.A.3. Add the following language at the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is included in the contract package.

SC-1.01.A.9. Add the following language at the end of Paragraph 1.01.A.9:

The Change Order form to be used on this Project is included in the contract package.

SC-1.01.A.19. Delete paragraph 1.01.A.19 in its entirety and insert the following in its place:

ENGINEER:

J-U-B ENGINEERS, Inc.
201 S. Jackson Street
Moscow, ID 83843
(208) 746-9010

who is hereinafter called Engineer and who is to act as Owner’s representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

SC-1.01.A.20. Add the following language at the end of Paragraph 1.01.A.20:

The Field Order form to be used on this Project is included in the contract package.

SC-1.01.A.44. Supplement Paragraph 1.01.A.44 as follows:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide the Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all inspections required have been completed and identified defective Work replaced or corrected.

SC-1.01.A.51. Add the following language at the end of Paragraph 1.01.A.51:

The Work Change Directive form to be used on this Project is included in the contract package.

SC-1.01.A.52. Add the following new paragraph immediately after paragraph 1.01.A.51:

52. Request for Information – A written request for information, requiring a written response, to Owner, Engineer, or Contractor, initiated by Owner, Engineer, or Contractor.

SC-2.02. Delete paragraph 2.02.A in its entirety and insert the following in its place:

Owner shall furnish to the Contractor three (3) compact discs of Contract Documents which will contain plans, specifications and addenda. Conformed documents incorporating responses and Addenda developed during the bidding process will not be provided.

SC-2.03. Delete paragraph 2.03.A in its entirety and insert the following in its place:

The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

SC-2.05.B. Add the following new paragraph immediately after Paragraph 2.05.A:

B. Within the time frame noted in the Notice of Award, the Bidder to whom the award is made, shall execute and return the Agreement in the required number of copies, shall furnish the required Payment and Performance Bonds, the original plus one copy of completed WH-5 Public Works Contract Report, and shall provide certificates of insurance (and other evidence of insurance which the Owner and any additional insured may reasonably request) with copies to each additional insured identified in the Supplementary Conditions which Contractor is required to purchase and maintain in accordance with Article 5 of the General Conditions.

SC-2.06. Amend the first sentence of Paragraph 2.06.A. to read as follows:

- A. Within 20 days after the Effective Date of the Agreement, but before any Work at the site is started, a conference...

SC-3.01. Add the following new paragraphs immediately after Paragraph 3.01.C:

- D. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as “the Contractor shall,” “in conformity with,” “as shown,” or “as specified” are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of a section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra work.
- E. The cross referencing of specification sections under the subparagraph heading “Related Sections include but are not necessarily limited to:” and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

SC-4.05.A Add the following to the end of the paragraph:

- A. At the discretion of the Owner, any stakes or benchmarks that are not protected by the Contractor and are ultimately destroyed or disturbed by the Contractor will be replaced by the Owner and the cost charged to the Contractor.

SC-4.05. Add the following new paragraph immediately after Paragraph 4.05.A:

- B. The Owner shall provide engineering surveys to establish the following reference points for construction control: As indicated in the Contract Documents.

SC-4.06. Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.04.C. Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation and related coverages under paragraphs 5.04.A.1. and 5.04.A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal
(e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$1,000,000

2. Contractor's General Liability (under paragraphs 5.04.A.3. through 5.04.A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$2,000,000
- b. Products - Completed
Operations Aggregate \$1,000,000
- c. Personal and Advertising
Injury \$1,000,000
- d. Each Occurrence
(Bodily Injury and
Property Damage) \$1,000,000
- e. Property Damage liability insurance will provide
Explosion, Collapse, and Under-ground coverages
where applicable.
- f. Excess or Umbrella Liability
 - ☒ General Aggregate \$1,000,000
 - ☐ Each Occurrence \$_____

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000

b. Property Damage:	
Each Accident	<u>\$1,000,000</u>
Annual Aggregate	<u>\$1,000,000</u>

SC-5.06 CONTRACTOR shall purchase and maintain property insurance upon the Work at the site. Consequently, delete Paragraph 5.06.A regarding OWNER-provided property insurance; retain Paragraph 5.06.A regarding CONTRACTOR-provided property insurance.

SC-5.10. Add the following new paragraphs immediately after Paragraph 5.10.A:

- B. All insurance required by the Contract Documents, or by law or regulations shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by Owner, until all Work included in the agreement has been completed and final payment has been made.
- C. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from his operations under the Contract. Contractor agrees that he alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.

SC-6.02.B. Supplement Paragraph 6.02.B of the General Conditions as follows:

Contractor (and Subcontractors) regular working hours shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays only unless otherwise approved by the Owner.

If work beyond the contract hours is approved, Contractor shall pay for Construction Observation and Construction Management.

SC-6.17. Amend all paragraphs of 6.17 by striking out "review and approval" and replacing with "review for general compliance."

SC-6.17.D. Add the following new paragraphs immediately after Paragraph 6.17.D.3:

- 4. Engineer's review of Shop Drawings and Samples, Standard Specifications and descriptive literature submitted by Contractor will be only for general conformance with design concept, except as otherwise provided, and shall not be construed as:
 - a. permitting any departure from the Contract Requirements;
 - b. relieving Contractor of the responsibility for any error in details dimensions or otherwise that may exist in such submittals;

- c. constituting a blanket approval of dimensions, quantities, or details of the material or equipment shown; or
- d. approving departures from additional details or instructions previously furnished by Engineer. Such check or review shall not relieve Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.”

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer’s charges for such time.
- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer’s charges for its review time unless the need for such change is beyond the control of Contractor.

SC-7.01.D. Add the following new paragraphs immediately following Paragraph 7.01.C:

- D. The Owner shall let as separate contract or perform work themselves, in the same general timeframe as this project, the following project(s) that will require coordination by the Contractor:
 - 1. Mountain View Rd, Moscow
Key No 13014

SC-9.03. Add the following new paragraphs immediately following Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with the Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
 - 1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. *Inspections, Tests, and System Startups:*

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to the Engineer appropriate details relative to the test procedures and systems start-ups.

9. *Records:*

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

10. *Reports:*

- a. Furnish to the Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
- 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

SC-12.01 C.2.a. Add the following to the end of Paragraph 12.01.C.2.a. as follows:

said 15 percent shall include all taxes and any additional insurance and bond costs.

SC-12.01 C.2.b. Add the following to the end of Paragraph 12.01.C.2.b. as follows:

said five percent shall include all taxes and any additional insurance and bond costs.

SC-12.01 C.2.c. Add the following to the end of Paragraph 12.01.C.2.c. as follows:

, except the maximum total allowable cost to OWNER shall be the Cost of the Work plus a maximum collective aggregate fee for CONTRACTOR and all tiered Subcontractors of 20 percent.

SC-13.03. Add the following new paragraphs immediately after Paragraph 13.03.F:

- G. For each test CONTRACTOR causes to be performed on-site, the CONTRACTOR shall furnish to ENGINEER a copy of the record of test(s) in accordance with Section 01300, SUBMITTALS.
- H. OWNER reserves the right to hire its own independent testing laboratory for quality assurance.
- I. The CONTRACTOR's independent testing laboratory(ies) for Quality Control or Quality Assurance purposes shall meet the following applicable requirements:
 - 1. Generally, meets the requirements of ASTM E 329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials as Used in Construction" and ASTM D 3666, "Standard Specification for Minimum Requirements for Agency Testing and Inspecting Bituminous Paving Materials," as applicable.
 - 2. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the national Bureau of Standards or accepted values of natural physical constants.
- J. Contractor shall arrange, schedule and coordinate with appropriate agency(ies) and testing laboratory(s) for all tests, inspections and approvals necessary for the Work.

SC-13.07.A. Modify the last sentence of paragraph A as follows:

- A. "...found to be defective, Contractor shall within 7 days of written notification from Owner; propose a solution back to Owner, and within 14 days implement the solution, without cost to Owner and in accordance with the Owner's written instructions."

SC-13.07.B. Modify the first sentence of paragraph B as follows:

- A. "If Contractor does not address the defective Work within the timelines established in 13.07.A and comply with the terms of Owner's written instructions, or in an emergency case where delay would cause serious risk, of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced."

SC-14.02.A.3 Replace 14.02.A.3 with:

"The amount of retainage with respect to progress payments shall be 5%."

SC-14.02.C.1 Amend the first sentence of Paragraph 14.02.C.1 to read as follows:

“Forty-five days after presentation...”

SC-14.07.C.1. Revise the first sentence of Paragraph 14.07.C.1 as follows:

“Forty-five days after the presentation....”

SC-14.07.C.1. Add the following language at the end of Paragraph 14.07.C.1:

“Final payment shall not be made until the State Tax Commission issues and the Owner receives a tax release stating that all taxes have been paid.”

END OF SECTION

**City of Moscow
Latah County, Idaho
Mountain View Road / 6th
Street Roundabout
Landscaping**

Section 4

**Revisions to the Standard
Specifications (ISPWC) & Special
Provisions**

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REVISIONS TO THE STANDARD SPECIFICATIONS (ISPWC) & SPECIAL PROVISIONS

MOUNTAIN VIEW ROAD / 6TH STREET ROUNDABOUT LANDSCAPING
J-U-B PROJECT NO. 07-21-025

The following Special Provisions and all addenda issued supplement or modify the 2020 Idaho Standards for Public Works Construction (ISPWC)

COMPLETION TIME AND LIQUIDATED DAMAGES

All work shall be substantially complete by October 3, 2022. The amount of Liquidated Damages for failure to complete the work on time will be \$500 per day.

CONTRACTOR NOTES

BASIS OF PAYMENT

Except as modified herein, the various landscape work called for on the Bid Form shall be performed, measured, and paid for as indicated on said Bid Form and as provided in the 2020 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC). The Contractor is required to have the current edition of the ISPWC standards to perform this work. Unless otherwise specified herein, all plan quantities are based upon in-place, completed, and accepted units.

CITY WORK / WORK BY OTHERS

No work is anticipated by the City or by others for the completion of this project. Connection to proposed water meter and all work within the roundabout will be coordinated with the roundabout construction contractor. Roundabout construction is covered under Federal-aid Project No. A013(014) Mountain View Rd, Moscow.

CONNECTING PIPES

Connecting new pipes, manholes, irrigation structures and catch basins to existing pipes, manholes, irrigation structures and catch basins is incidental to other work.

CONSTRUCTION STAGING

Construction staging is not anticipated for this project. However, if the Contractor proposes to stage the project, the Contractor shall furnish the City with a detailed construction staging plan based on their anticipated approach to construction activities. This plan and implementation will be the responsibility of the contractor. Final approval of the staging plans and revisions thereof must be granted by the City prior to implementation.

Staging plans that may be contained within the project plans are primarily for bidding purposes only. The contractor may utilize any staging plans contained within the bid documents as a basis for staging but the final staging plan will be provided by the contractor prior to construction activities.

The cost associated with providing the necessary staging plans will be considered incidental to the project and no additional compensation will be made.

DAMAGED AREAS BEYOND SPECIFIED CONSTRUCTION LIMITS

Damage to any areas or items not specifically identified for removal, including the existing pavement, sod, sprinklers and landscape shall be promptly repaired by the contractor. The cost to complete such repairs shall be considered incidental to the cost of the project and no additional payment will be made therefore.

EXCESS MATERIAL SITE

The Contractor shall be responsible for providing a site for the disposal of excess or unsuitable materials. If bituminous material is to be disposed of, the site shall meet the requirements of the Idaho Department of Environmental Quality. All excess material sites shall be approved by City. No separate payment will be made for the acquisition or operation of the sites, or for loading, hauling or unloading the materials at the site.

GENERAL PROJECT INFORMATION, SCHEDULE, AND COORDINATION

1. All work shall conform to the requirements of the Construction Drawings, Contract Documents, 2020 Edition of the Idaho Standards for Public Works Construction (ISPWC), Federal, State, and Local Permit requirements, and easement or use of property agreement or conditions.
2. Coordination of work will be required and include, but not be limited to: traffic control, staging, trenching, installation of planting and irrigation, testing, and facility commissioning/start up.
3. The Contractor shall comply with all local and state and sediment control requirements for this project.
4. The Contractor shall apply for and obtain a Right-of-Way Construction Permit from the City at least seventy-two (72) hours prior to any construction activities. The application shall include an approved traffic control plan prepared by the contractor.
5. All fences, irrigation facilities, utility services, landscaping, and other miscellaneous facilities, removed or altered during construction shall be replaced in-kind or restored to their original (or better) condition prior to final completion. This work shall be incidental to the contract, and no payment will be made unless item(s) are specifically listed on the Bid Form.
6. Contractor shall coordinate work with the City, utility companies, and other Contractors, mobilized in the area as specified in the Special Provisions.
7. The City of Moscow will waive all city permit fees for the Mountain View Road / 6th Street Roundabout Landscape construction. The Contractor will be responsible for all other permit fees. A building permit will not be required from the City for this project. A Right of Way Use permit **will** be required.
8. The City of Moscow will allow Contractor to connect to a city fire hydrant with an approved backflow device. All bulk water will be furnished in accordance with the City of Moscow's Bulk Water Use Policy. Agreement and location to be negotiated between the City and Contractor prior to construction.

INFORMATION GIVEN PRIOR TO AWARD

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the City's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data, or interpretations that the City discovers is lacking and may be important to all bidders will be furnished in the form of an addenda, the receipt of which shall be acknowledged by the bidder.

LANDSCAPE CONTRACTOR

All landscaping must be performed by or under direct supervision of a contractor registered with the State of Idaho Bureau of Occupation Licenses as a landscape contractor.

ON-SITE SUPERVISION

The General Contractor shall provide competent supervision during all construction activities, including SUBCONTRACTORS activities. The superintendent shall be identified at the preconstruction conference and shall at a minimum be on-site from the notice to proceed date to the completion date. If for any reason the superintendent needs to be replaced by the General Contractor, a written notice must be submitted to the City within (5) five working days before the event occurs.

PAY QUANTITIES

By the 25th of each month the Contractor shall return an electronic copy of the bid schedule spreadsheet with quantities that are to be paid for that month. Each bid item shall be accompanied with the appropriate backup documentation on how the pay quantity was calculated. This shall include such documentation as, but not limited to; stationing, location, tallied weight tickets, sketch of calculated areas, and/or any other appropriate documentation to verify the pay quantity request. The City will verify quantities prior to remitting payment. Items failing to have the appropriate backup supporting documentation will not be paid until the information is supplied. The cost associated with providing the above outlined documentation shall be considered incidental to the project and no additional compensation will be granted.

PROJECT MAINTANENCE DURING CONSTRUCTION

The Contractor shall be responsible for project maintenance throughout the life of the contract. This responsibility includes, but is not limited to, blading, sweeping, proper and adequate drainage, access for emergency equipment, appropriate access for property owners, and dust control. All project maintenance activities shall also conform to requirements specified in any project permits. BMP's at the project site shall be the sole responsibility of the contractor.

The Contractor shall be responsible for maintaining both on-site and off-site roadway facilities that are adversely affected by construction activities, including hauling. This maintenance may include; but is not limited to, street sweeping to eliminate tracking (within the project limits, adjacent streets, private driveways, and parking lots), and roadway repairs due to truck and equipment traffic. Required roadway facility maintenance shall be at the discretion of the City.

The Contractor shall provide a water truck and driver for dust abatement use at City's discretion. Failure to adequately provide dust control shall be adequate cause for stopping work. The costs to provide dust control by other than the Contractor shall be deducted from the progress estimates.

The Contractor shall backfill trenches as soon as possible the same day the trench is excavated. Pipe and conduit crossings, manholes, and miscellaneous construction in existing roadways remaining open to traffic shall be constructed with temporary asphalt patches.

The cost of all project maintenance and roadway facility work, including temporary asphalt patches if needed, shall be considered incidental to other items of work and no separate payment will be made.

QUALITY CONTROL AND QUALITY ASSURANCE

No separate measurement or payment to the Contractor will be made for the quality control and quality assurance effort expected as part of the Contractor's work.

RE-TESTING OF MATERIALS

Re-testing necessitated by the failure of quality assurance testing of materials placed by the contractor shall be at the contractor's expense. These costs shall be deducted from progress estimates.

SITE CLEANUP

Upon completion of all work, the Contractor shall clean the entire construction site. Final clean up shall consist of removal of all construction debris, trash, remaining construction stakes, construction signs, etc. from the site. The Contractor shall sweep all sidewalks and streets as necessary to remove any soil, rocks, gravel or other materials. The Contractor shall clean all catch basins and manholes removing any sand, dirt, gravel or debris. Final cleanup shall be considered incidental to the project and no separate payment will be made.

SOURCES

Contractor is to use approved commercial sources for all uncrushed aggregate, crushed aggregate, hot plant mix asphalt pavement, and concrete aggregates.

SUBGRADE

It shall be the Contractor's responsibility to maintain the integrity of the exposed subgrade. Degradation due to Contractor operations or weather shall be remedied under the guidance of a geotechnical engineer.

All costs to maintain and repair including, geotechnical engineering, etc. shall be incidental to the project and no additional compensation will be made.

TRAFFIC CONTROL

Local and emergency vehicle access shall be maintained at all times. All traffic control items not specifically listed in the bid schedule shall be incidental to this contract, and no additional compensation will be paid.

TRENCHING

All excavation and trenching shall meet OSHA requirements. Trenches shall be backfilled and properly compacted, closed at the end of each day, and barricaded, as needed.

UTILITY COMPANY COORDINATION

It shall be the Contractor's responsibility to contact and coordinate with the various utility companies as necessary for the successful completion of the project. This coordination effort shall include, but not be limited to, working other than normal operation hours to permit the relocation of utilities and construction of the roadway within the time frame of this contract. The cost to contact and coordinate with utilities shall be considered incidental to other items of work and no separate payment will be made.

Utility coordination was requested through the City during the design of this project. Utility information is shown only for surface features, and if provided by the owner of the utility for non-surface features. The information shown is for reference purposes only and does not necessarily represent actual field conditions. The Engineer assumes no liability for the accuracy of the information shown, or conflicts due to inaccurate or incomplete utility information. The Contractor shall call Dig Line a minimum of 48 hours prior to any excavation to request utility locations at 1-800-342-1585.

The Contractor shall notify the underground utility owners 48 hours before final paving to allow for adjustments to valves or manholes.

WARNING AND REGULATORY SIGNS

Existing warning and regulatory signing (excluding parking signs) shall be retained and protected throughout the project limits unless otherwise noted. This may require multiple relocations, which will be incidental to other bid items. Existing warning and regulatory signs that are designated for removal and replacement and do not conflict with construction traffic control signs shall be maintained during construction and, if necessary, relocated to locations where the signs are visible to traffic and serve their original purpose, which will be incidental to other bid items.

SECTION 901 PRESSURE IRRIGATION PIPE AND FITTINGS

PART 1 – GENERAL

Amend Part 1.3 REFERENCES to include:

- P. NFPA 70: National Electric Code
- Q. IA: The Irrigation Association: Main BMP Document, Landscape Irrigation Scheduling and Water management Document.
- R. ASIC: American Society of Irrigation Consultants: ASIC Grounding Guideline

Amend Part 1.4 SUBMITTALS to include:

- D. Product Data: Complete set of manufacturer's technical data and installation instructions for all equipment to be installed on the project. Submittal shall be made prior to commencement of any irrigation work.
- E. Main line and lateral line pressure test results: Submitted at the time of occurrence.
- F. Operation and Maintenance (O&M) Manual:
 - 1. O&M manual shall contain the following information:

- a. Manufacturer cut sheets and current printed specifications for each element or component of the irrigation system.
 - b. Parts list for each operating element of the system.
 - c. Manufacturer's printed literature on operation and maintenance of operating elements of the system.
 - d. Section listing instructions for overall system operation and maintenance. Include directions for spring start-up and winterization.
 2. Manual shall be submitted at least thirty (30) days prior to final inspection and acceptance of the project.
- G. Complete As-Built Drawings:
1. Drawings shall conform to the following criteria:
 - a. One (1) 22" x 34" and one (1) 11" x 17" drawing shall be submitted.
 - b. All submitted drawings shall be made on Mylar or Tyvek original.
 - c. Show detail and dimension changes made during installation.
 - d. Include field dimension locations of sleeving, points of connection, main line piping, wiring runs not contained in main line pipe trenches, valves and valve boxes, quick coupling valves.
 - e. Dimensions shall be taken from permanent constructed surfaces, features, or finished edges located at or above finished grade.
 2. A complete set of as-built drawings shall also be submitted in electronic digital format (.pdf).
 3. As-Built drawings shall be submitted prior to final inspection and acceptance.
- H. Controller Map: Each controller shall be equipped with a color-coded copy of the area that the controller services. Include valve zone number, type of plant material irrigated, and zone location on the project. Laminate map with heat shrink clear plastic and mount inside controller.

Add the following Sections:

1.7 PERFORMANCE REQUIREMENTS

- A. The work to be performed under this Section shall consist of furnishing all labor and materials necessary to construct a complete working and tested underground sprinkler irrigation system per all drawings and specifications, providing one hundred (100) percent head-to-head coverage on all lawn and planting areas on the site without overspray onto hardscape, buildings, or other site features. Included also will be system maintenance and warranties.
- B. The efficiency of the completed irrigation system shall meet the following minimum standards:
 1. Circuits using spray sprinklers shall perform at a minimum 60% efficiency.
 2. Circuits using rotor sprinklers shall perform at a minimum 70% efficiency.
 3. Efficiency shall be determined by an independent water audit performed by a certified irrigation auditor selected by the Owner. The Contractor shall include in his bid price the cost of this audit. The audit shall be conducted after substantial completion and before final acceptance of the irrigation system.
- C. The Contractor shall perform, but not be limited to, all of the following functions: paying all connection fees, deposits, and all other charges related to the connection to the water source; obtain all permits; complete all excavation and backfill; provide backflow device, tapping saddle, yoke, stop and waste, corp. cock, concrete vaults and miscellaneous

pipe fittings; make necessary road repairs; provide safety barrier; make connection to water source; install all electric valves, valve control devices, isolation gate valves, quick coupling valves, drain valves, meter base, conduit, junction boxes, controller, backflow prevention devices and enclosures, filters and enclosures, and all necessary wiring. All work shall comply with applicable codes and requirements of the utility companies involved.

- D. If any or all of the above-mentioned fees or charges are not listed on the bidding schedule or on the plan, they shall be included in the bid lump sum price of the irrigation sprinkling system item.
- E. All work shall be done in accordance with the drawings and specifications, as well as all applicable water and electrical codes.
- R. The Contractor shall operate, maintain until acceptance, and guarantee the new system as specified herein until all lawn and plants installed on this project have become established and have been accepted by the Owner.

1.8 QUALITY ASSURANCE

- A. Acceptance: Do not install work of this section prior to acceptance of the area by the Owner as being properly prepared to receive said work (i.e. at proper grade, properly compacted, permanent fixtures in place, etc.).
- B. Adequate Water Supply: Contractor shall verify that proper connection is available to supply lines and is of adequate size and volume. Perform static water pressure test prior to commencement of work. Notify Owner of problems encountered prior to proceeding.
- C. Workmanship: It is the intent of this specification that all materials herein specified with the best standards of practice relating to the trade.
- D. The Contractor shall provide to the City a document or resume which includes the following information:
 - 1. The Contractor has been installing sprinkler systems on commercial projects for at least ten (10) previous consecutive years.
 - 2. The Contractor is currently licensed to perform landscape construction in the State of Idaho.
 - 3. The Contractor is bondable and insurable for the work to be performed.
 - 4. References of at least five (5) projects of similar size and scope completed within the last five (5) years. Three (3) of the projects listed must be located in the general region of the project site.
 - 5. List of suppliers from whom materials will be obtained for use on this project.

1.9 PROJECT CONDITIONS

- A. Any discrepancies between existing site conditions and those indicated on the plans shall be called to the attention of the Landscape Architect or Owner's Representative prior to continuance of the project.
- B. The Contractor shall use only the equipment and products specified in the construction drawings. No substitution of materials will be allowed on the irrigation system without prior authorization from the Landscape Architect and the Owner's Representative.
- C. During delivery, installation, and storage of materials for the project, all materials shall be protected from contamination, damage, vandalism, and prolonged exposure to sunlight. All material stored at the project site shall be neatly organized in a compact arrangement and storage shall not disrupt the project Owner or other trades on the project site. All material to be installed shall be handled by the Contractor with care to avoid breakage or

damage. Materials damaged by the Contractor shall not be used but shall be replaced with new materials at the Contractor's expense.

- D. The Contractor shall familiarize himself and his workmen with all hazards and existing utilities prior to commencing work. This shall require local Blue Staking to be completed before any construction activity can begin.

PART 2 – MATERIALS

Delete Parts 2.2. A and 2.2. B. and replace with the following:

- A. All PVC pipe used on this project for the irrigation system shall conform to the requirements of ASTM -1685. It shall be free of cracks, holes, foreign material, blisters, inside bubbles, wrinkles, and dents.
- B. All main line pipe, three (3) inches inside diameter and smaller shall be Schedule 40 PVC solvent weld bell end unless otherwise specified.
- C. All main line pipe, four (4) inches inside diameter and larger, shall be PVC Class 200 gasketed bell end (except as required for conversion to metal fittings).
- D. All lateral line pipe shall be Schedule 40 PVC solvent weld.
- E. Maximum flows allowed through main line and lateral line pipe shall be determined by water speed in the pipe. The maximum water speed allowed in both main lines and lateral lines is five (5) feet per second. The resulting maximum gallons per minute (gpm) allowed to flow through PVC pipes are as follows:

<u>PIPE SIZE</u>	<u>GPM</u>
3/4"	8
1"	12
1 1/4"	22
1 1/2"	30
2"	50
2 1/2"	75
3"	110
4"	190
6"	425

- F. No bends in pipe shall be permitted. The Contractor shall use elbow fittings of ninety (90), forty-five (45), twenty-two and one half (22-1/2), and eleven and one quarter (11-1/4) degrees as individual situations demand.
- G. All pipe used from the main line to the control valves shall be solvent weld Sch. 80 PVC pipe unless otherwise noted or shown on the construction drawings.

Delete Part 2.2. C. and replace with the following:

- A. All PVC fittings used on this project for the irrigation system shall conform to the requirements of ASTM D-2466.
- B. Main Line Fittings:
 - 1. All main line fittings four (4) inches inside diameter and larger shall be either M.J. or deep bell push-on, gasketed, ductile iron.
 - 2. All main line fittings three (3) inches and smaller inside diameter shall be solvent weld Schedule 80 PVC.
 - 3. All main line fittings four (4) inches and larger, whether ductile iron or solvent weld, shall be thrust blocked per details.

4. All main lines three (3) inches and larger having a horizontal change of direction shall have proper concrete thrust blocks installed. Vertical changes in direction shall require the use of M.J or ductile iron fittings with thrust restraining devices (Mega Lug, Harco Knuckle Joint Restraints, or approved equal) in addition to appropriate concrete thrust blocking. The size and type of thrust block depends on pressure, pipe size, type of soil, and type of fitting. As a general rule, one (1) cubic foot minimum of class AA (AE) Type II concrete is required for each thrust block. Follow thrust blocking details for calculating thrust block size.
 5. M.J. tees, Schedule 80 tees with SxT Schedule 80 bushings, or Harco ductile iron service tees are approved on PVC main lines for automatic control valve installation. M.J. fittings shall be greased and wrapped.
- C. Lateral Line Fittings:
1. All lateral line fittings shall be solvent weld Schedule 40 PVC.
 2. All risers and exposed fittings shall be solvent weld Schedule 80 PVC, including conversions to metal pipe and fixtures, unless otherwise noted on the plans.
- D. PVC Cement: Solvent weld or glued joints shall use the following materials:
1. Primer: IPS Weld-On P-70 Primer (purple), ASTM F-656.
 2. Cement: IPS Weld-On 711 Heavy Bodied PVC Cement (gray), ASTM D-2564.

Add the following Sections:

2.13 VALVES

- A. Master Valve: All master valves shall be as specified in the Irrigation Equipment Schedule. Master valve assembly shall be installed according to detail in drawings.
- B. Isolation Gate Valve:
1. Isolation gate valves shall only be used on the main line.
 2. Isolation gate valves shall be as specified in the Irrigation Equipment Schedule. Valves shall be hydrostatically pressure tested for 400 P.S.I. and shall be designated for a working pressure of 200 P.S.I. Each valve shall contain a resilient wedge urethane rubber seat. Unless otherwise shown or specified, valves three (3) inches and larger shall have flanged end connections.
 3. Buried valves shall have two (2) inch square operating nuts. No handles or wheels will be permitted. Valves inside structures (vaults or valve boxes) may have wheel handles if the valve is two (2) inches or less in size.
 4. Action unions shall be installed on each side of all valves except flanged valves.
 5. The Contractor shall provide adequate material for the connection of valves to the system, i.e., adapters, flanges, nuts, bolts, gaskets, etc.
 6. All buried main line isolation valves with a (2) inch square operating nut shall be fitted with a four (4) inch minimum diameter pipe sleeve place over the top of the valve vertically and extended to grade. Cover with a ten (10) inch round plastic valve box with bolt down lid and set at finished grade.
 7. Contractor shall provide appropriate valve key to operate isolation gate valve.
- C. Remote Control Valve Assembly:
1. Remote control valves shall be as specified in the Irrigation Equipment Schedule.
 2. Remote control valves shall be globe configuration, electrically activated, normally closed, forward flow design.
 3. All pipe on the control valve assembly shall be Schedule 80 PVC pipe. See detailed drawings.
 4. Action unions shall be installed on each side of the control valve assembly, allowing valve to be removed from the box for maintenance without cutting pipe.

5. Each control valve shall have a brass gate or ball valve installed immediately upstream of the valve and located within the same valve box.
6. Flows through each remote control valve shall not exceed the following limits:

<u>VALVE SIZE</u>	<u>GPM RANGE</u>
1"	1 - 30
1 1/2"	31 - 75
2"	76 - 150
7. Each drip remote control valve assembly shall contain the following components:
 - a. PVC ball valve.
 - b. Inline disc or screen filter with 100 micron/150 mesh filter element.
 - c. Remote control valve capable of operating at very low flow levels.
 - d. Inline pressure regulator.
8. All components shall be installed according to manufacturer's recommendations, and located within a single valve box, one valve per box **(no multi-valve assemblies permitted)**.

D. Quick Coupling Valve Assembly:

1. Quick coupling valves shall be as specified in the Irrigation Equipment Schedule.
2. Quick coupling valves shall be heavy duty brass, two-piece, single lug locking cap.
3. The Contractor shall provide to the Owner at least 1 cap lock key and 1 quick coupling key with a swivel hose bib attached. These keys shall be delivered prior to final acceptance of the project.

E. Manual Drain Valve Assembly:

1. All manual drains shall be three quarter (3/4) inch heavy duty brass ball valve.
2. Manual drain valves shall be required at all low points in the main lines. See plans, notes, and details.
3. The location of each manual drain shall be shown on the "as built" drawing with dimensions from the nearest permanent fixture, such as a building corner, etc.
4. Each manual drain valve will be accessed by a vertical two (2) inch PVC Schedule 40 pipe sleeve, capped by a locking valve cap with a key, enclosed within a ten (10) inch round green valve box with bolt down lid. The top of the drain sleeve shall be three to six (3 - 6) inches below the lid of the valve box.
5. Each manual drain shall empty into a gravel sump, a minimum of twenty-four (24) inches by twenty-four (24) inches by eighteen (18) inches deep, (or six (6) cubic feet total capacity). The gravel shall be washed three quarter (3/4) inch rock.
6. Contractor shall provide appropriate valve key to operate manual drain valve.

F. Automatic Drain Valves: Automatic drain valves shall not be used.

2.14 VALVE BOXES

- A. **All valve boxes located in rock mulch shall be tan in color**, and HDPE plastic with locking lid or approved equal.
- B. Valve box size shall be listed in the installation details for each irrigation system component.

2.15 BACKFLOW PREVENTION ASSEMBLY & ENCLOSURE

- A. Backflow prevention devices shall be a reduced pressure principle backflow preventer consisting of a pressure differential relief valve located between two independently operated spring-loaded "Y" type center guided check valves. Assembly shall also have two full port resilient seated ball valves for shut-off and four resilient seated ball valve test cocks and bronze body construction. Larger sizes (2 1/2" and up) may have two non-rising stem resilient wedge gate valves in lieu of ball valves.

- B. Backflow preventer and enclosure shall be as specified in the Irrigation Equipment Schedule.
- C. Enclosures shall be mounted on either a pre-manufactured mounting pad with support base or minimum four (4) inch concrete pads. See detail.

2.16 AUTOMATIC CONTROL SYSTEM

- A. Furnish a low voltage automatic control system manufactured expressly for the operation of automatic control valves used in an underground irrigation system.
- B. Automatic controller devices shall be as specified in the Irrigation Equipment Schedule. No substitutions shall be allowed. Unless specified otherwise, install as follows:
 - 1. Install in stainless steel enclosure, model as specified in the Irrigation Equipment Schedule.
 - 2. Whenever a single site has 2 or more controllers, the 2nd and subsequent controllers shall also be mounted in a separate stainless-steel enclosure as specified in the Irrigation Equipment Schedule.
 - 3. Metered enclosures, if required, shall be mounted on a 4" thick concrete pad. Regular enclosures may use a pre-manufactured mounting system as specified in the Irrigation Equipment Schedule.
- C. Provide adequate capacity to accommodate each valve on the system separately. Do not double valves to circuits.
- D. The Contractor shall provide 120-volt electrical service to the controller. Where required, install meter inside meter socket of the enclosure. Coordinate this work with the Owner and other trades involved in the project.
- E. Every controller shall be installed to control a single point of connection (P.O.C.). That point of connection shall be exclusively associated with that controller. Each P.O.C. assembly shall consist of the main line tap, reverse pressure backflow prevention device (if potable water source), filter (if required), master control valve (if specified), flow sensing device (if specified), manual drain valve, and quick coupling valve. No controller shall be wired to control valves which are connected to another P.O.C.

2.17 CONTROL VALVE WIRE

- A. All irrigation control wire shall bear approval as U.L. listed type of underground feeder (direct burial) and each conductor shall be of electrical conductivity grade solid copper in accordance with ASTM 30.
- B. No aluminum wire shall be used on this project.
- C. Wire size shall be #14 gauge minimum.
- D. Two spare wires shall be run from each controller to the farthest valve under its control in all directions and any valve which is on a dead-end line.
- E. All wire crossing water, attached to bridges, going under paving, or where conditions require protection, shall be housed in conduit or sleeves. All out-of-ground conduits shall be rigid metal. All buried conduit may be PVC.
- F. All splices shall be water-tight. All connections made inside the box to connect wires to the valve shall be made using a 3M DBR/Y dry-splice connector or pre-approved equal. Each connector shall be completely sealed and water-proofed.
- G. All other splices in control wire shall be housed in a separate valve box.

- H. The pigment or color of the wires shall be integrated into the covering, rather than painted on. All common or ground wires shall be white in color. Where more than one controller is required, a different colored hot wire shall be used for each controller. A separate color shall be used for all spare wires.

2.18 SPRINKLER HEADS

- A. General:
 - 1. All heads used on this project shall be as specified in the Irrigation Equipment Schedule shown on the plans.
 - 2. All sprinkler heads and nozzles shall be as specified in the Irrigation Equipment Schedule.
- B. Spray/Rotary Sprinklers:
 - 1. Spray/Rotary sprinklers shall have either four (4), six (6), or twelve (12) inch pop-up height and built-in check valve. In areas where water pressures are high or fluctuating, pressure regulating series sprinklers shall be used.
 - 2. Spray/Rotary sprinkler nozzles shall be plastic matching precipitation rate nozzles. Variable arc nozzles may be used to meet irregular-shaped areas.
 - 3. Attachment options shall be as specified in the installation details.
- C. Rotor Sprinklers:
 - 1. Rotor sprinklers shall be equipped with stainless steel rotor sleeve and check valve.
 - 2. Rotor sprinkler nozzles shall be as manufactured for each individual model.
 - 3. Small rotor sprinklers (½" bottom inlet) may be installed using swing pipe per installation details. Medium (¾" bottom inlet) and large (1" or greater bottom inlet) rotor sprinklers shall be installed using swing joints as shown in the installation details. Swing joint size shall match sprinkler inlet size.
- D. Bubblers, Tree Well, and Root Watering Systems: Installed per manufacturer's recommendations. Use only where and when specified.

2.18 DRIP IRRIGATION

- A. Drip irrigation materials shall be as specified in the Irrigation Equipment Schedule.
- B. Emitters shall be of the individual, self-cleaning, pressure-compensating type.
- C. Dripline tubing shall be constructed of high quality linear, low density, UV-resistant, polyethylene resin materials with internal, integral emitters at specified intervals.
- D. All insert barbed fittings shall be constructed of molded, UV-resistant plastic. Each fitting shall have a minimum of two (2) ridges or barbs per outlet. All fittings shall be from the same manufacturer and shall be available in one of the following end configurations:
 - 1. Barbed insert fittings.
 - 2. Male pipe threads (MPT) with barbed insert fittings
 - 3. Female pipe threads (FPT) with barbed insert fittings.
- E. Each drip remote control valve assembly shall contain the following components (in required sequence):
 - 1. PVC ball valve.
 - 2. Inline disc or screen filter with 100 micron/150 mesh filter element.
 - 3. Remote control valve.
 - 4. Inline pressure regulator.
- F. Provide the following equipment to each drip valve circuit, located and installed per manufacturer's recommendations:

1. Line flushing valve(s) - minimum of one (1) on each exhaust header, and one (1) on each supply header.
2. Air/Vacuum relief valve(s) at all high points in the system if required by the manufacturer.

2.19 FLOW SENSING EQUIPMENT

- A. Where specified, each controller shall be installed with its own corresponding flow sensor on a single point of connection to the water source.
- B. The flow sensor shall be compatible with the specified controller.
- C. Size the flow sensor so that it is able to read the high and low flows of the valves used on that particular controller. Install per manufacturer's specifications.

PART 3 – WORKMANSHIP

Delete Parts 3.7. and see additional section for Wires and Cables (below) for “locating wire”

Add the following Sections:

3.12 GENERAL

- A. The irrigation plan is diagrammatic in nature, and some drafting liberties have been taken to maintain the graphic clarity of the drawings. All irrigation equipment shall be located in planting areas only, unless noted otherwise. The Contractor shall install piping to minimize changes in direction, avoid placement under trees or large shrubs, and avoid placement under hardscape features. Refer to the irrigation legend, details, and specifications for equipment and proper installation.
- B. Site Visit: The Contractor shall visit and inspect the project site. They shall take into consideration known and reasonably inferable conditions affecting the proposed work. Failure to visit the site shall not relieve the Contractor of furnishing materials and performing the work required. Any discrepancies between existing site conditions and those indicated on the plans shall be called to the attention of the Owner, by the Contractor, prior to continuance of the project.
- C. The Contractor shall keep the premises clean and free of excess equipment, materials, and rubbish incidental to work of this project. Work areas shall be swept clean and trash and debris picked up daily. Open trenches or hazards shall be protected with yellow caution tape. The Contractor is responsible for removal and legal disposal (off site) of trash and debris generated by his work on this project.
- D. Pre-Construction Meeting: A pre-construction meeting shall be held prior to beginning any work on a project. The Owner and/or Owner's Representative, the project designer, and the Contractor and his Sub Contractors shall all be in attendance.
 1. The purpose of this meeting is to review project goals and expectations, the project schedule, and all procedures relative to inspections, permits, and changes that may arise.
 2. In the pre-construction meeting, it shall be made clear that the construction documents (plans, details, specifications, and contract) shall be binding upon the Contractor and upon all of his work. Any work not in accordance with the plans and specifications shall be rejected, and the Contractor shall bring the project into compliance at his own expense.

3.13 CONSTRUCTION STAKING

- A. The Contractor shall provide the necessary staking to obtain the layout shown on the plans. The points of reference shall be as indicated in the drawings and shall include such features as the walks, buildings, curbs, etc. Any changes in the system which appear necessary due to field conditions must be called to the attention of the Owner/Owner's Representative and Landscape Architect and approved by the Owner at the time they are discovered and prior to making any changes.

3.14 EXCAVATION AND BACKFILLING

- A. Excavation:
1. Excavation work shall only be as deep and as wide as will be required to safely perform the work, such as making mainline connections or forming vaults.
 2. Trenches shall be deep and wide enough to provide working space for placing two (2) inches of bedding underneath all new mainline pipe and fittings where the soil is rocky or gravelly. Place twenty (20) to thirty (30) inches of cover over the top of all pipe and fittings on main lines. All trench bottoms shall be sloped so the pipes will gravity-drain back to the main connection point or the nearest manual drain. If the existing main line is deeper than thirty (30) inches, the Contractor shall install a riser to a depth of eighteen (18) to thirty (30) inches and then install the new line at the required depth. At no time will the mainline be installed with less than eighteen (18) inches or greater than thirty (30) inches of cover unless prior approval is given by the Landscape Architect or Owner's Representative.
 3. Trenches shall be deep enough to maintain twelve (12) to fourteen (14) inches of cover over the top of all lateral line pipe and fittings. They shall be deep enough to guarantee that all swing joints drain back to the lateral lines. Trenches shall be a minimum of twelve (12) inches away from any walks and/or curbs, buildings, or other hardscape improvements. They shall be of sufficient width to accommodate tees and other fittings that come out sideways (horizontally) from the lateral lines. Lateral lines may be pulled by a mechanical puller provided all other applicable specifications are met.
 4. Any rocks or other debris over one (1) inch in diameter uncovered during excavation or trenching shall be removed from the area.
 5. If more than one (1) pipeline is required in a single trench, that trench shall be deep and wide enough to allow for at least six (6) inches of horizontal separation (if both are lateral lines), or six (6) inches of both horizontal and vertical separation (if one line is a main line) between pipes.
 6. Any existing utility lines damaged during excavating or trenching shall be reported immediately to the Landscape Architect, the utility Owner, and the project Owner. After proper notification to the Landscape Architect, the utility Owner, and project Owner, repairs to the damaged utility shall be made immediately. Repair materials and methods shall meet industry standards and the utility Owner's satisfaction. Should utility lines be encountered which are not indicated on the plans, the Owner shall be notified. The repair of any damage shall be done as soon as possible by the Contractor or the utility Owner, and proper compensation to the Contractor shall be negotiated with the Owner. Such utility locations shall subsequently be noted on the "As-Built" drawings required before final payment of the irrigation system contract.
 7. Where trenching is done in established lawn, care shall be taken to keep the trenches only as wide as is necessary to accomplish the work. The trenches shall be backfilled as specified and then four (4) inches of approved topsoil placed to bring the trench up to existing grade so that sod can be laid. Only new sod shall be used as trench cover. It shall be established new sod, of standard width, and shall

be laid along the trenches so as to match the existing sod. No small pieces of sod shall be used, and only standard lengths shall be accepted. No sod from the construction site shall be used unless otherwise specified. In the event of any backfill settlement prior to the end of the guarantee period, the Contractor shall perform the required repairs at his own expense.

B. Backfilling:

1. No backfilling of trenches shall be done until the system has been inspected and approved by the Landscape Architect or Owner's Representative for proper trench depths, installation of equipment, control wire, and location of heads.
2. Before trenches are backfilled, the Contractor must show the Landscape Architect or Owner's Representative the redlined "As-Built" drawing kept on the site, indicating that changes and corresponding dimensions have been recorded where such changes have been made.
3. Prior to backfilling, the system shall be tested under pressure for leaks and general operation of the equipment. The main line shall be tested for a period of four (4) hours at a pressure of 120 PSI. Any failures detected during the testing period shall be repaired by the Contractor and the testing shall be repeated. The Landscape Architect shall certify the testing to ensure that it has been completed and that the system has met all testing requirements. All defects discovered by the pressurization and operation test shall be corrected by the Contractor at his own expense before proceeding with further work.
4. Trench bedding and backfill material shall be existing site soil free of rocks larger than one (1) inch in diameter and any other debris. Wasted pipe and other excess project materials or rubbish (tape, wire, trash, wrappers, boxes, bottles, etc.) shall not be backfilled into the trenches. All trenches shall be backfilled, and then watered sufficiently to insure no settling of the surface. In the event of any backfill settlement prior to the end of the guarantee period, the Contractor shall perform all required repairs at his own expense.
5. Backfill under and around the lines to the center line of the pipe shall be placed in maximum layers of six (6) inches and thoroughly compacted. Compaction shall be ninety-five (95) percent relative density (modified proctor) under walks and roads, and eighty-five (85) percent in planting areas.
6. Special care shall be taken to assure complete compaction under the haunches of the pipe. Backfill compaction under the haunches of the pipe shall be compacted to the original density. Compaction requirements above the pipe shall be the same as for surrounding areas.

3.15 POINT-OF-CONNECTION

- A. The Contractor shall verify the location of the irrigation point-of-connection (P.O.C.) and the static water pressure at that location prior to beginning any irrigation work. Verify water pressure during the time of day that the irrigation system is intended to operate.
- B. If the P.O.C. location or water pressure is different than that expressed by the irrigation designer, or if the pressure appears to be unusually high or low, the Contractor shall notify the Landscape Architect or Owner's Representative immediately prior to beginning any irrigation work.

3.16 ELECTRICAL POWER SUPPLY AND AUTOMATIC CONTROLLER

- A. If 120 volt ac electrical service is not already in place, the Contractor shall be required to make all necessary arrangements with the appropriate power company and provide all necessary materials and labor to provide said power, including but not limited to: paying fees, making power connections, providing poles, weatherhead and meter, etc., as

specified on the plans or as required by the power company and the Owner. The automatic controller shall be of the type and manufacturer specified and located as shown on the drawings.

3.17 PIPE AND FITTINGS

- A. Install pipe to allow for expansion and contraction as recommended by pipe manufacturer. Where the main line sits uncovered for any length of time in the trench prior to testing, the main line shall be shaded with a thin covering of backfill soil to minimize weather-related expansion or contraction of the pipe. Do not cover up valves or other installed equipment prior to inspection and acceptance.
- B. The ends of all pipe shall be cut squarely and remain free of all inside scale or burrs. Spigot ends of pipes three (3) inches and larger shall be beveled. Threads shall be cut clean and sharp, and to a length equal to one and one eighth (1-1/8) times the length of the female thread receiving the pipe. The threaded pipe shall be screwed into a full length of the female thread.
- C. All threaded pipe joints shall be properly sealed using Teflon tape that is properly applied to the areas to be joined.
- D. Solvent weld joints shall not be glued unless ambient temperatures are at least forty (40) degrees F. Pipe shall not be glued in rainy conditions unless properly tented. Use only the brand and type of primer and glue specified. Glued main line pipe shall cure a minimum of four (4) hours prior to being energized. Lateral lines shall cure a minimum of two (2) hours prior to being energized and shall not remain under constant pressure unless cured for twenty-four (24) hours.
- E. Every care shall be taken during installation to prevent dirt and debris (especially rocks and pipe shavings) from getting into the pipes.
- F. All tees coming out of main lines for valves and other fixtures shall be vertical and constructed with Sch. 80 PVC pipe.
- G. All tees coming out of the lateral lines for heads and other fixtures shall be horizontal so that no direct weight or pressure may be exerted through the head to the top or bottom of the lateral line pipe. Tees on lateral lines shall also be SxSxT to the head swing joints.

3.18 VALVES

- A. General:
 - 1. Isolation valves, remote control valves, and quick coupling valves shall be installed according to manufacturer's recommendations and these drawings and specifications.
 - 2. Valve boxes shall be set over valves so that all parts of the respective valve assembly can be reached for service. Valve box and lid shall be set to be flush with the proposed finished grade.
 - 3. No valve box shall rest directly upon the valve or any fixture associated with it, including main line and lateral lines. Each valve box shall be centered on the valve assembly it covers. Each valve box shall have four (4) inches of three quarter (3/4) inch gravel placed in the bottom underneath the valve and lines to reduce the potential of mud and standing water therein.
- B. Remote-Control Valve:

1. Each control valve shall have its own gate or ball valve (as specified), and only one (1) control valve and gate/ball valve per valve box. No valve manifolds shall be allowed.
 2. The bottom of the remote-control valve shall be a minimum of four (4) inches above the gravel.
 3. All control valves shall be located within shrub areas where possible and installed per the details on the plans. No large grouping of valves (greater than 3) in any one spot shall be allowed, unless approved by the Landscape Architect or Owner's Representative.
 4. Control valve assemblies shall be installed no closer to one another than two (2) feet.
 5. No control valve shall be installed more than twelve (12) inches below finished grade.
 6. Tag each control valve with a permanent and non-smearing label indicating its proper controller and valve number as shown on the irrigation plans.
- C. Quick Coupling Valve:
1. Quick coupling valves shall be installed within a ten (10) inch round green plastic valve box, with the top of the valve box at finished grade.

3.19 VALVE BOX

- A. Where indicated in the installation details, valve boxes shall rest on concrete pavers only, thus eliminating any weight or pressure from being exerted on the main line or valve inside the valve box. There shall be a minimum of three (3) inches of clear space between the bottom of the valve box lid and the topmost part of the valve (including solenoid).
- B. Valve box extensions shall be used where necessary to prevent soil around the valve from collapsing into the space inside the valve box.

3.20 BACKFLOW PREVENTION ASSEMBLY

- A. The Contractor shall install backflow prevention equipment behind (downstream from) the point-of-connection to the supplying main and lateral lines. Installation shall comply with local, state, and national codes and regulations, and per manufacturer's recommendations (whichever is most restrictive). See plans and details for more information. Install a quick coupling valve just downstream of the backflow prevention assembly for system blowout purposes.
- B. The Contractor shall have the backflow prevention assembly's operation tested within ten (10) days of the time of installation by a certified backflow preventer assembly tester. Testing shall be conducted per state requirements to insure proper and safe operation. Subsequent annual testing at spring start-up shall be the responsibility of the Owner.

3.21 WIRE & CABLES

- A. Multiple wires in the same trenches shall be banded together at ten (10) foot intervals for protection. Where wires pass under paved areas, they shall be installed in Schedule 40 PVC sleeves, separate from lateral or main lines. These sleeves shall be installed prior to installation of the paving, if possible, and prior to installation of the wires. Sleeves for fourteen (14) gauge wires shall be sized as follows:

<u>NUMBER OF WIRES</u>	<u>SLEEVE SIZE</u>
1 - 10	1"
11 - 18	1 1/4"

19 - 25	1 1/2"
26 - 40	2"
41 - 56	2 1/2"
57 - 88	3"
89 - 150	4"

- B. All control wires shall be bundled and taped together every ten (10) feet and installed in the pipe trench directly adjacent to the pipe. Control wires not placed in the trenches adjacent to the pipes shall be placed in PVC electrical conduit and buried eighteen (18) inches or deeper and marked on the "as built" drawings.
- C. Two (2) spare wires shall be run from each controller to the farthest valve under its control in all directions and to any valve which is on a dead-end line. The spare wires shall be a different color from the regular wires and shall be labeled at both ends. Each spare wire shall be brought up to the surface in each valve box it passes through and coiled with twenty-four (24) inches for use in future connections. Each spare wire shall be tested for continuity prior to final acceptance of the project and guaranteed by the Contractor to be functional. Should the maintenance personnel discover a defect within one (1) year afterwards, the Contractor shall locate the problem and cause it to be repaired at his own cost. Install extra wires as needed for moisture sensors (if used).
- D. Run a single 14-gauge wire along the top of the main line to be used for tracking the location of the main line. The color of the tracing wire shall be different than any other wire color used.
- E. All wires shall be installed with twenty-four (24) inches of excess wire (coiled) at the end of each wire run, wire splice, and at each controller.
- F. Isolation valves, quick coupling valves, manual drain valves, and wire splices not specifically associated with the control valve shall be located in separate valve boxes.

3.22 SPRINKLERS

- A. General:
 - 1. All sprinkler heads shall be installed above grade so as to minimize washing of the topsoil and seed during the landscaping establishment period, except those which border paving or flat work of any kind. These heads shall be installed at the finished grade of the adjacent paving or flat work. Prior to final acceptance of the project, all heads shall be raised or lowered to final lawn or planting grade.
 - 2. All sprinkler heads shall be installed using the bottom inlet. No side outlets shall be used. Tape or plug all open ends while installing to prevent debris contamination.
 - 3. Rotor heads located on hillsides shall be adjusted to the downhill side to avoid cutting into the hill by the stream of water and causing erosion.
 - 4. Heads installed in existing sod shall be set at the grade of the soil.
 - 5. All rotor pop-up heads shall be installed at final grade using Lasco unitized swing joint or Spears swing joint riser assemblies. All swing joints must drain by gravity back to the supply lines.
 - 6. All pop-up, shrub spray/rotary, turf spray/rotary, bubbler and strip spray/rotary heads shall be installed as shown in the details.
 - 7. All pipes, lines, and risers shall be flushed thoroughly with water before installation of any heads. All debris and rocks found at that time shall be removed from the area as soon as possible.
 - 8. All spray sprinklers shall be flushed thoroughly with clean water a second time before installation of nozzles.
 - 9. The Contractor shall adjust all heads to provide a uniform coverage and to keep spray off buildings, walkways, walls, parking areas, and drives.

10. Check valves shall be used where indicated and where necessary to prevent water flow from lower elevation heads when system is turned off. Install per manufacturer's recommendations.

B. Drip Irrigation

1. Point Source Drip System

- a. Place two (2) drip emitters on opposing sides of each shrub, perennial, and ornamental grass. Place three (3) drip emitters equally spaced around trees. Emitters shall be staked near the edge of the newly planted root ball and inside the watering well.

2. Inline Drip System

- a. Inline drip tubing shall be spaced approximately equal to the inline emitter spacing. Inline drip tubing spacing may be adjusted to be slightly less than the emitter spacing in order to achieve uniform spacing. For slope applications, place drip tubing laterals parallel to the slope contour. When slopes exceed thirty (30) percent, increase the recommended lateral spacing by twenty-five (25) percent on the lower one third (1/3) of the slope.

3. Inline dripper tubing shall be installed at finished grade with soil staples and covered with three (3) inches of specified mulch. Supply and exhaust headers shall be installed at normal lateral line depths.

4. All drip tubing shall be held in place by soil staples and shall conform to the following:

- a. Sandy Soil - One staple per every three (3) feet and two (2) staples on each change of direction (tee, elbow, or cross)
- b. Loam Soil - One staple every four (4) feet and two (2) staples on each change of direction (tee, elbow, or cross)
- c. Clay Soil - One staple every five (5) feet and two (2) staples on each change of direction (tee, elbow, or cross)

5. Installation of inline drip circuits shall generally conform to the following steps:

- a. Assemble and install ball valve, filter, remote control valve and pressure regulating valve assembly in accordance with installation details.
- b. Assemble and install supply header(s) in accordance with installation details. Tape or plug all open connections to prevent debris contamination.
- c. Install lateral drip lines in accordance with details and relevant specifications and manufacturer's recommendations. Tape or plug all open ends while installing to prevent debris contamination.
- d. Assemble and install exhaust header(s) in accordance with installation details. Tape or plug all open connections to prevent debris contamination.
- e. Install air/vacuum relief valve(s) at the zone's highest point(s) in accordance with installation details.
- f. Thoroughly flush supply header(s) and connect drip lateral lines while flushing.
- g. Thoroughly flush drip lateral lines and connect to exhaust header(s) and any interconnecting lateral lines while flushing.
- h. Thoroughly flush exhaust header(s) and install line flushing valves in accordance with details.

3.23 AS-BUILT DOCUMENTS

- A. The Contractor shall keep a current and accurate record of exact dimensioned locations, grades, elevations, and size of all exterior and interior underground piping, valves, and drains. Dimensions shall indicate distances from columns, buildings, curbs, and similar permanent features on the site. This information shall be recorded on a print as the work

progresses but shall be permanently recorded on a reproducible two (2) mil Mylar or Tyvek original which shall be given to the Owner before the project is accepted. The Mylar or Tyvek shall be a copy of the original plans for the project produced by a local printer at the Contractor's expense.

- B. Final payment for the contract will not be processed until "As-Built" drawings or plans are received by the Owner.

3.24 OPERATIONAL TEST AND MAJOR INSPECTIONS

- A. Substantial Completion:
 - 1. At substantial completion of the irrigation system, the Contractor shall call for an operational and coverage test. Substantial completion shall be defined as the complete installation of all irrigation equipment and completion of all backfilling and grading operations in their entirety. Substantial completion shall not be given for designated portions of the project.
 - 2. Notice by the Contractor shall be given, in writing, at least three (3) days in advance to the Owner so that proper scheduling can be made for those who are to attend.
 - 3. At the appointed time, an inspection of all irrigation equipment, including control valve assemblies, controllers, isolation valves, quick coupling valves, drain valves, and sprinklers shall be made. The entire system will be tested for operation, coverage, and head adjustment. Please note that the pressure testing of the main lines shall already have been completed prior to this time.
 - 4. A list of uncompleted items or repairs (punch list) shall be generated by the Owner and distributed to the Contractor and other involved parties within three (3) days of the operational testing. Each item on the punch list shall be corrected before the system will be approved and accepted by the Owner. The Contractor will be back charged for time spent by the Owner and any consultants who have been brought to the site for a final inspection when the project is not ready for said inspection.
- B. Maintenance/Establishment Period:
 - 1. The duration of the irrigation maintenance period shall be equal to the plant maintenance/establishment period. It shall begin one (1) day after the substantial completion inspection. The Contractor shall complete all punch list items during the maintenance period, as well as maintain and operate the entire irrigation system.
 - 2. The irrigation Contractor (if different than the landscaping Contractor) shall coordinate with the landscaping Contractor during the entire plant and lawn establishment period on the use, scheduling, and maintenance of the sprinkler system.
 - 3. The maintenance period shall not end until Final Acceptance of the project.
- C. Final Acceptance:
 - 1. A second inspection shall be held at the end of the maintenance period to ensure that all punch list items have been completed and the entire system is ready for acceptance by the Owner.
 - 2. Upon satisfaction that the Contractor has completed all punch list items, the irrigation system is fully and completely functional, and the required As-Built drawings (Mylar or Tyvek) and maintenance manuals have been submitted, the Owner shall accept the project.
 - 3. An official letter of final acceptance shall be prepared and issued by the Owner to the Contractor and Landscape Architect. Upon acceptance of the system by the Owner, the Owner shall assume full responsibility for the system, and the guarantee period shall begin.

3.25 GUARANTEE AND MAINTENANCE

- A. Guarantee:
1. Upon final acceptance of the irrigation system as being operational and properly installed, the Contractor shall guarantee the workmanship, materials, fixtures, and equipment to be free from defects for a period of one (1) year after that date.
 2. The Contractor shall insure and guarantee complete drainage of the system. In working with or connecting to an existing system, the Contractor shall guarantee compatibility in operation and drainage between the two systems.
- B. Maintenance Required During Guarantee Period:
1. In the fall of the year during the installation and guarantee period, the CONTRACTOR shall meet with the Owner's maintenance personnel on the site. The Contractor shall winterize the system by draining all of the water and doing everything necessary to ensure protection of the system until spring. Blowing out the lines by compressor shall be permitted during the one (1) year guarantee. Maximum compressor pressure shall be 30 psi on spray circuits, 50 psi on rotor circuits, and 20 psi on all drip circuits. The individuals involved from both parties shall exchange all information necessary for the eventual take-over of the system by the Owner.
 2. The Contractor, with the Owner's maintenance personnel and Owner in attendance, shall energize the sprinkler irrigation system again the following spring and shall repair all defects found as a result of winter damage, improper installation, improper maintenance, defective materials or inadequate sprinkler drainage.
 3. At the end of the guarantee period, when the lawn and landscaping have been accepted, the Contractor shall call for a final inspection of the sprinkler irrigation system. There shall be at least five (5) days prior notice given in writing to the Owner so the appropriate people have opportunity to attend.
 4. Prior to that time, the Owner shall adjust all heads to their proper pattern, radii, and height. The system shall have been flushed out, checked for operation, and any defects covered by the guarantee shall be repaired. The entire system shall be inspected and checked to determine if everything is in working order. A final list of warranty items found in need of correction (if any) shall be made and the Contractor shall correct them. The Contractor shall notify the Owner when he has verified that every item is corrected.
 5. After all warranty items have been corrected, the Owner shall, in writing, officially release the Contractor from all warranty claims pertaining to the irrigation system and assume full and complete responsibility for said system.

PART 4 – MEASUREMENT AND PAYMENT

Amend Part 4.1 to include:

- C. Connection to Water Meter - By each for all necessary equipment, materials, and labor needed to furnish, and install a connection to existing irrigation line as described in these plans. Also included in the work is all piping, trenching, backfilling, tie-in, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.
1. Bid Schedule Payment Reference: 901.4.1.C
 2. Bid Schedule Description: Connect to Water Meter, each (EA)
- D. Controller (Hunter PED-SS-A2C-1200-SS) - By each for all necessary equipment, materials, and labor required to provide, install, and test the Hunter controller assembly

as shown on the drawings. Also included is all controllers, wire, splices, enclosure boxes, conduit, power, and other fittings not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.D
2. Bid Schedule Description: Controller (Hunter PED-SS-A2C-1200-SS), each (EA)

- E. Grounding Rod (5/8"x8') By each for all necessary equipment, materials, and labor required to provide, install, and test the ground rod assembly as shown on the drawings. Also included is all rods, wire, splices, clips or clasps, sleeves, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.E
2. Bid Schedule Description: Grounding Rod (5/8"x8'), each (EA)

- F. Drain Valve Assembly (Apollo, 3/4") - By each for all necessary equipment, materials, and labor required to provide, install, and test the Drain Valve Assembly as shown on the drawings. Also included is all valves, fittings, valve boxes, nipples, sleeves, gravel, fabric, all backfill material, backfill, compacting, disposal of excavated material (if necessary), and other fittings not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.F
2. Bid Schedule Description: Drain Valve Assembly (Apollo, 3/4"), each (EA)

- G. Backflow Prevention Assembly (3/4" Zurn 375 w/ Strongbox Aluminum Enclosure) - By each for all necessary equipment, materials, and labor required to provide, install, and test the Backflow Prevention Assembly as shown on the drawings. Also included is all miscellaneous fittings, valves, enclosure boxes, concrete, thrust blocking, nipples, sleeves, hasps, hinges, supports, all backfill material, backfill, compacting, disposal of excavated material (if necessary), and other fittings not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.G
2. Bid Schedule Description: Backflow Prevention Assembly (3/4" Zurn 375), each

- H. Flow Sensor (Hunter HFS-100) - By each, for all necessary equipment, materials, and labor required to provide, install, and test the Flow Sensor Assembly as shown on the drawings. Also included is all sensors, fittings, valve boxes, pipe, nipples, sleeves, gravel, all backfill material, backfill, compacting, disposal of excavated material (if necessary), and other fittings not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.H
2. Bid Schedule Description: Flow Sensor (Hunter HFS-100), each (EA)

- I. Master Valve Assembly (Hunter ICV-G, 1") - By each for all necessary equipment, materials, and labor required to provide, install, and test the Master Valve Assembly as shown on the drawings. Also included is all sensors, fittings, valve boxes, pipe, nipples, sleeves, gravel, all backfill material, backfill, compacting, disposal of excavated material (if necessary), and other fittings not covered by other bid items, cleaning, and related

appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.I
2. Bid Schedule Description: Master Valve Assembly (Hunter ICV-G, 1"), each (EA)

- J. Mainline Isolation Valve (1" Brass ball valve) - By each for all necessary equipment, materials, and labor required to provide, install, and test the Master Valve Assembly as shown on the drawings. Also included is all sensors, fittings, valve boxes, pipe, nipples, sleeves, gravel, all backfill material, backfill, compacting, disposal of excavated material (if necessary), and other fittings not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.J
2. Bid Schedule Description: Mainline Isolation Valve (1" Brass ball valve), each (EA)

- K. Quick Coupling Valve Assembly (Leemco L2) - By each for all necessary equipment, materials, and labor required to provide, install, and test the Quick Coupling Valve Assembly as shown on the drawings. Also included is all valves, fittings, valve boxes, nipples, sleeves, gravel, thrust blocking, all backfill material, backfill, compacting, disposal of excavated material (if necessary), and other fittings not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.K
2. Bid Schedule Description: Quick Coupling Valve Assembly (Leemco L2), each (EA)

- L. Drip Control Valve Assembly (Hunter ICZ, 1") - By each for all necessary equipment, materials, and labor required to provide, install, and test the Drip Control Valve Assembly as shown on the drawings. Also included is all valves, decoders (if applicable), filters, pressure regulators, fittings, valve boxes, nipples, sleeves, gravel, all backfill material, backfill, compacting, disposal of excavated material (if necessary), and other fittings not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.L
2. Bid Schedule Description: Drip Control Valve Assembly (Hunter ICZ, 1"), each (EA)

- M. Drip Tubing (Hunter HDL-06-18-CV) - By lineal foot for all necessary equipment, materials, and labor required to provide, install, and test the Drip Tubing as shown on the drawings. Also included is all dripline, valves, fittings, nipples, sleeves, staking, and other fittings not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.M
2. Bid Schedule Description: Drip Tubing (Hunter HDL-06-18-CV), lineal foot (LF)

- N. Manual Drip Line Flush Valve - By each for Payment is full compensation for all necessary equipment, materials, and labor required to provide, install, and test the Manual Drip Line Flush Valves as shown on the drawings. Also included is all valves, fittings, valve boxes, nipples, sleeves, gravel, thrust blocking, all backfill material, backfill, compacting, disposal of excavated material (if necessary), and other fittings not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.N
2. Bid Schedule Description: Manual Drip Line Flush Valve (per detail), each (EA)

- O. Communication Wiring (in 1 ½" Grey conduit from controller to flow sensor and master valve) - By lump sum for all necessary equipment, materials, and labor required to provide, install, and test the Communication Wiring as shown on the drawings. Also included is all wire, splices, sleeves, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.
 - 1. Bid Schedule Payment Reference: 901.4.1.O
 - 2. Bid Schedule Description: Communication Wiring, lump sum (LS)
- P. Irrigation Control Wire - By each for all necessary equipment, materials, and labor required to provide, install, and test the irrigation control wire going to each valve as shown on the drawings. Also included is all splices, sleeves and valve boxes, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.
 - 1. Bid Schedule Payment Reference: 901.4.1.P
 - 2. Bid Schedule Description: Irrigation Control Wire, lump sum (LS)

END OF SECTION

SP-3001 PLANTING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Trees, shrubs, perennials, vines, and groundcover requirements.
 - 2. Bedding, topsoil, and temporary support.
- B. The work to be performed under this section shall consist of furnishing all materials, labor, and plants necessary for the proper planting of all trees, shrubs, perennials, vines, and groundcovers of the kind and sizes specified at the prescribed locations, and otherwise in accordance with the drawings and specifications or as directed by the Landscape Architect or Owner's Representative or Owner's Representative.
- C. Related sections:
 - 1. ISPWC 901, PRESSURE IRRIGATION PIPE AND FITTINGS (including modifications listed in above)

1.2 REFERENCES

- A. AAN: American Associations of Nurserymen, Inc.
- B. ANSI Z60.1-2004: American Standard for Nursery Stock.
- C. FS O-F-241: Fertilizers, Mixed Commercial.
- D. ICN: International Code of Nomenclature for algae, fungi, and plants.
- E. City Standards/Ordinances relating to irrigation and planting.

1.3 QUALITY ASSURANCE

- A. Perform work in conformity with applicable requirements of AAN.
- B. Upon receiving Notice to Proceed, the Contractor shall provide written proof that the specified plant material is available and has been secured or reserved specifically for

this project. Obtain nursery stock and other plant materials from reliable and stable sources prior to order and delivery.

- C. Provide plants that are declared free of disease and insect pests.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Exercise care in digging, transporting, handling, and packing of all plants.
- B. Handle plants so roots are protected at all times. If delivery is in open vehicles, cover entire load without causing over heating.
- C. Deliver plant material immediately prior to placement. Keep plant material moist.
- D. Protect root balls from sun and wind by covering with soil or other suitable material if not planted immediately on delivery.
- E. Store fertilizer in a weatherproof location such that its effectiveness will not be impaired.

1.5 ACCEPTANCE

- A. Plants shall not be accepted if the ball of earth surrounding roots (rootball) has been cracked or broken.
- B. Plants shall be accepted if burlap, staves, and ropes required in connection with transplanting are installed and still intact upon delivery.
- C. Heeled in stock from cold storage shall not be accepted.

1.6 SAMPLES

- A. Samples of the topsoil, bark mulch, fertilizer, and tree ties listed below shall be submitted to the Landscape Architect or Owner's Representative for inspection and approval prior to the beginning of work under this contract.
- B. Delivery of materials may begin only after samples have been approved. All materials furnished for the work shall conform in every respect to the approved samples. Any non-conforming materials will be rejected.

PART 2 – MATERIALS

2.1 GENERAL

- A. The planting plan is diagrammatic, and all plant locations are approximate. Plant symbols take precedence over plant quantities shown on the plans and in the plant material schedule. The Contractor shall verify all plant quantities and notify the Landscape Architect or Owner's Representative of any discrepancies between the quantities and the symbols shown.
- B. Provide plants of normal growth and uniform height, according to species, with straight canes and well developed leaders, roots, and tops.
- C. Provide plants of sizes indicated. The size stated in each case shall be interpreted to mean dimensions of plant as it stands in its mature position in the nursery without straightening of any branches or leaders.
- D. Provide legible labels attached to all plants, specimens, bundles, boxes, bales, or other containers indicating botanical genus, species, and size of each.
- E. Plants cut back from larger sizes to meet specifications shall be rejected.

- F. Balled and burlapped deciduous shrubs may be acceptable in lieu of container growth deciduous shrubs only if there is a demonstrated significant shortage of container grown stock.

2.2 PLANTS

- A. All plants shall comply with federal and state laws requiring inspection for plant disease and infestations.
- B. Any inspection certificates required by law shall accompany each delivery of plants and such certificate shall be given to the Landscape Architect or Owner's Representative. All plants shall be subject to inspection and approval at the place of growth or upon delivery to the site for their quality, size, species, and variety. Such approval shall not impair the right of inspection and rejection at the site or during progress of work for size and condition of the plants, latent defects, or injuries. Any and all rejected plants shall be removed immediately from the premises by the Contractor. The Contractor shall make all replacements at his expense should he fail to comply in full with any of the specifications. Necessary replacements will be made as soon as weather conditions permit, and all such plants replaced shall conform to all specifications herein.
- C. Names and Grades:
 - 1. Plant names shall conform to the nomenclature of "Standardized Plant Names," "International Code of Nomenclature for algae, fungi, and plants (ICN)," or "International Code of Nomenclature for Cultivated Plants (ICNCP), 9th edition." When a name is not found in any of these references, consult the accepted name used in the nursery trade. All plants shall be tagged by the nursery with the proper identification labels to insure the correct varieties of plants.
 - 2. Size and grading standards shall conform to those of the American Association of Nurserymen, Inc., as published in "American Standard for Nursery Stock", 2014 Edition, with all current revisions unless otherwise specified.
 - 3. The caliper of trees shall be measured six (6) inches above the surface of the ground.
 - 4. Measurements on all trees and shrubs shall be taken with the branches in a normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch or root tip to tip. No trees which have had their leaders cut, or are so damaged that cutting is necessary, will be accepted.
- D. No substitution of size, grade, variety or any species shall be permitted except by written permission of the Landscape Architect or Owner's Representative.
- E. Plant Size:
 - 1. All plants shall conform to the size, age, and condition as specified in the plant list shown on the drawings. Undersized plant material shall not be approved.
 - 2. No additional compensation shall be due the Contractor if larger than specified plant material is provided.
 - 3. Only balled and burlapped or container stock shall be accepted. No bare root stock shall be accepted.
 - 4. Plants cut back from larger sizes to meet specifications shall be rejected.
- F. Plant List:
 - 1. Plants lists indicate minimum size requirements only. Plant materials shall be equal to or greater in size than those specified.
 - 2. Any discrepancies between plant lists and plans shall be immediately brought to the attention of the Landscape Architect or Owner's Representative.

3. In all cases the Contractor shall be held responsible for all plant materials indicated on the plans unless otherwise directed in writing by the Landscape Architect or Owner's Representative.
 4. Each bidder shall investigate sources of supply and satisfy himself that he can supply all of the plants mentioned in the planting lists in size, variety, and quantity noted and specified before submitted his bid. Failure to take this precaution will not relieve the successful bidder from his responsibility as Contractor to furnish and install all plant material in strict accordance with the contract requirements without additional expense to the owner.
 5. If a shortage of the specified plant material truly exists and can be verified by the Contractor, the Contractor shall notify the Landscape Architect immediately and discuss what varieties and sizes are available as a suitable substitution. Last minute substitutions are not acceptable.
- G. All plants shall be fresh and vigorous, of normal habit and growth, and free of disease, insects and insect eggs and insect larvae, weeds and weed seed. No heeled-in plants from cold storage shall be accepted except on approval by the Landscape Architect or Owner's Representative prior to installation.

2.3 TREE STAKES & TIES

- A. Tree stakes shall be two by two (2x2) inch square or two (2) inch diameter round wood stakes ten (10) feet in length as indicated on the plans. Steel stakes may not be used.
- B. Tree stake ties shall be manufactured of virgin flexible vinyl meeting ASTM-D-412 standards for tensile and elongation strength. The material shall be black in color for ultraviolet resistance. Hose and wire shall not be used.

2.4 TOPSOIL

- A. All planting areas shall receive either a minimum of four (4) inches of stockpiled or imported topsoil in turf areas and twelve (12) inches in planting beds.
- B. All topsoil used on this project (stockpiled or import) shall meet the following criteria:
 1. pH:..... 5.5 - 8.0
 2. EC (electrical conductivity): <2.0 mmhos per centimeter
 3. SAR (sodium absorption ratio):..... <3.0
 4. % OM (percent organic matter): ≥2%
 5. Nitrogen (NO₃N)..... 48 ppm min.
 6. Phosphorous (P) 11 ppm min.
 7. Potash (K) 130 ppm min.
 8. Iron (Fe) 5.0 ppm min.
 9. Texture (particle size per USDA classification):
 - a. Sand:..... <70%
 - b. Clay:..... <30%
 - c. Silt:..... Balance
 10. Stone Fragments (gravels or any soil particle greater than two (2) mm in size): <5% (by volume)
 11. Rocks Present > 1.5" None
- C. In addition, the topsoil shall be fertile, friable, natural loam and shall be capable of sustaining vigorous plant growth. It shall be free of stones, lumps, clods of hard earth, plants or their roots, sticks, and other extraneous matter. The topsoil shall contain neither noxious weeds nor their seeds. It shall not be used for planting operations while in a frozen or muddy condition.

2.5 WEED BARRIER FABRIC

- A. If specified, a weed barrier fabric shall be placed in all planting beds to prevent the growth and spread of unwanted vegetation. The fabric shall be Typar #3301B or approved equal.

2.6 MULCH

- A. Mulch shall be used as a top dressing for all planting beds unless specified otherwise. See plant material schedule for mulch types to be used.
- B. Shredded bark mulch shall conform to the following criteria (if used):
 - 1. Bark pieces shall not exceed two (2) inches when passed through a screen of that size.
 - 2. Large chunks of bark or wood shall not be mixed in with the mulch.
 - 3. The bark mulch shall be primarily from coniferous trees.
- C. Where used, mulch shall be placed to a depth of three (3) inches on top of the topsoil.
- D. Other mulches may be used only as specified on the drawings or in the planting notes and details.

2.7 FERTILIZER

- A. Commercial fertilizer shall be uniform in composition, dry, and free flowing. Deliver fertilizer mixed as specified in bulk or bag, showing weight analysis, formula, and manufacturer's name.
- B. A 16-16-16 balanced fertilizer shall be used. Any exceptions to this formula shall be based on horticultural recommendations resulting from a site-specific soils test and must be approved prior to application by the Landscape Architect or Owner's Representative.

PART 3 – WORKMANSHIP

3.1 GENERAL

- A. Site Visit: The Contractor shall visit and inspect the site. They shall take into consideration known and reasonably inferable conditions affecting work. Failure to visit the site will not relieve the Contractor of furnishing materials and performing the work required.
- B. Prior to any planting operations, the irrigation system shall be fully operational, and all planting areas shall be thoroughly moistened.
- C. Where weeds or other undesirable vegetation are present in planting areas, the Contractor shall apply a contact herbicide a minimum of ten (10) days prior to commencement of any planting or irrigation work. Apply herbicide per manufacturer's recommendations. The poisoned vegetation shall be allowed to completely die back, including the roots, before proceeding with the work. Dead vegetation shall then be removed from the site and disposed of in a legal manner.
- D. The Contractor shall conform to the following requirements with regard to existing vegetation:
 - 1. The Contractor shall be fully responsible for any damage to existing trees or shrubs. He shall use all reasonable means to protect and preserve plants on the project not designated for demolition.
 - 2. No pruning, thinning, or cutting of existing vegetation shall be allowed unless written permission is given by the Landscape Architect or Owner's Representative.
 - 3. The Contractor shall replace any trees or existing shrubs damaged by him or his sub-contractors with like kind and size.

3.2 PLANTING SEASONS

- A. All new plant installation shall be completed between April 15 and October 15. If planting must be done after October 15 or before April 15, the Contractor shall obtain specific approval to do so from the Landscape Architect or Owner's Representative prior to beginning any planting operations.
- B. No planting shall be done in frozen soil or during unfavorable weather conditions, subject to the approval of the Landscape Architect or Owner's Representative.

3.3 TOPSOIL

- A. The Contractor shall obtain a soil analysis from any authorized soil testing agency of any existing stockpiled or imported topsoil to be used on the project to verify that it conforms to the topsoil specifications. Test results shall include horticultural recommendations. The soil samples shall be obtained per the testing agency directions. Allow ten (10) working days to obtain test results. The costs for such testing shall be the responsibility of the Contractor.
- B. Prior to delivery of the imported topsoil to the site, the Contractor shall provide to the Landscape Architect or Owner's Representative the name and location of the topsoil source, along with the certified soil analysis of the topsoil to be used. The analysis shall verify that the proposed topsoil meets the topsoil specifications and is capable of supporting healthy plant growth.
- C. After imported topsoil has been delivered to the site, a second soil test may be required to verify that it is indeed the same soil as previously tested and designated for use in this project. No substitution of topsoil shall be allowed without prior written authorization from the Landscape Architect.
- D. The following procedure shall be followed in placing all topsoil:
 - 1. All cut areas to receive topsoil which have a slope of less than ten (10) percent shall be cross-rippled to a depth of two (2) to four (4) inches.
 - 2. The subgrade material shall be rough graded to plus or minus one tenth (± 0.1) foot of the final rough grade, which will allow the Contractor to achieve final finished grade through the placement of the topsoil.
 - 3. The surface of the subgrade shall be scarified to a depth of two (2) inches to provide a transition zone between the subgrade and the topsoil. Place the topsoil on the subgrade and fine grade to the final finished grade and topsoil depths as indicated on the drawings and in these specifications.
 - 4. Any required soil amendments (i.e. mulch, organic matter, etc.) shall be placed directly on the topsoil at the required rates and spread evenly over the planting area. The amendments shall then be thoroughly blended into the topsoil to a depth of four (4) inches. Where only a dry, granular fertilizer is to be added, it may be applied to the surface and raked in during the fine grading procedures.
- D. The Contractor shall maintain a minimum of two (2) percent drainage away from all buildings, structures, and walls. Finished grades shall be smoothed to eliminate puddling or standing water.
- E. All finished grades shall be approved in writing by the Owner prior to installation of any plant materials.

3.4 PLANT CONDITION

- A. All precautions customary in commercial landscape installation practice shall be taken in preparing plants for planting. Workmanship that fails to meet these minimum standards shall be rejected. All balled and burlapped plants shall have firm and natural

balls of earth around their roots. No plant shall be planted if the rootball is cracked or broken, either before or during the process of planting. Loose, broken or manufactured root balls shall be rejected.

- B. All plants materials in five (5) gallon containers or larger shall have been established in that container for a period of not less than six (6) months and not more than two (2) years. Plant material shall not be root bound. They shall exhibit sound, healthy, and vigorous growth and be free from diseases and pests.
- C. The Contractor shall have the Landscape Architect or Owner's Representative approve plant material size and quality prior to installation. Any plants which are not true to form, appear stressed or unhealthy, are infested with pests, infected with disease, or are undersized for their containers shall be rejected.
- D. All plant material shall be planted as soon upon arrival on the premises as possible. If planting cannot be done immediately, the roots shall be protected from the sun and kept in a moist condition until the time of planting. Such protection may be provided by laying the plants on the north side of the building and covering the roots with wet straw.
- E. If it is anticipated that planting will not be done for more than twenty-four (24) hours after the arrival of plants upon the premises, the balled and burlapped stock shall be heeled-in on the north side of a building and all roots completely covered with dirt which shall be wetted down frequently. Care will be taken in the handling of all ball and burlap materials so that the earth around the roots is disturbed as little as possible.

3.5 PLACEMENT OF PLANTS

- A. Plants shall be generally located as indicated by the drawing. The Contractor shall stake out the location of all plants and planting areas with identified plant stakes, and no excavation shall commence until such locations have been approved by the Landscape Architect or Owner's Representative or Owner's Representative.
- B. In the event that underground construction work or obstructions are encountered during excavation of the plant holes, alternate locations will be assigned and approved by the Landscape Architect or Owner's Representative.
- C. Except for turf and groundcovers, plants shall not be placed within twenty-four (24) inches of sprinkler heads.
- D. The Contractor must locate and stake any sprinkling head or valve box within the dripline of a proposed or existing tree location and must establish the direction of the lateral or main irrigation line that serves the staked sprinkler head or valve box. This procedure will help eliminate damage to existing or future tree roots.

3.6 PLANT INSTALLATION

- A. All concrete work, sprinkling systems, and finished grading shall be completed and approved by the Landscape Architect or Owner's Representative before any planting of the specified plant materials is begun.
- B. No tree planting shall be initiated until sprinkling system is complete and tested. However, tree planting shall precede lawn planting.
- C. Each plant will be placed in an individual plant pit. The sharing of pits shall not be allowed.
- D. All trees and shrubs shall be planted in pits as detailed in the planting details contained herein or as noted on the drawings. Tree and shrub pits shall be circular in outline, with a diameter at least two (2) times the diameter of the rootball of each plant to be

installed. They shall be one to two and one half (1 - 2 ½) inches shallower than the rootball depth. When the plant is properly placed in the plant pit, the root collar shall be approximately one (1) inch above finished grade of the topsoil. For perennial plants (which have no root collar), the top of the rootball shall be even with the finished grade or the topsoil. The sides of the plant pit shall be roughened, and not smooth or sculpted.

- E. Plant backfill mix shall be one hundred (100) percent topsoil.
- F. For container grown plants, remove the container and place the plant vertically in the plant pit, directly on undisturbed soil. The root crown or collar shall be at or just above the finished grade. Perennial and ornamental grass plants shall be planted with the root collar at finished grade.
- G. For balled and burlapped plants, place the plant vertically in the center of the pit, with the rootball resting on undisturbed soil. Cut and remove the wire basket and burlap or other wrapping material from the rootball. This may be done with the rootball in the pit. Any burlap or wire pieces underneath the rootball may be left in place if they cannot be removed. Do not fold the burlap over but cut away as much as possible without disturbing the rootball. No burlap shall be pulled from under the rootball. Backfill the bottom one third (1/3) of the pit as the wire and burlap are removed. In all cases, maintain the integrity of the rootball.
- H. Specified backfill material shall be carefully and firmly worked and tamped under and around the rootball to fill all voids. When backfilled and compacted to two thirds (2/3) the depth of the pit, thoroughly water with a hose to completely soak the roots and remove any air pockets.
- I. The plant pit shall then be completely backfilled with the specified backfill mix and tamped well. A shallow watering basin or rain cup shall be formed around each plant. This basin will be equal in diameter to that of the original planting pit.
- J. Monitor all plants to ensure that no settling occurs. Pits which settle shall be immediately filled with additional soil mixture at no additional expense to the Owner.
- K. After planting, the following operations shall be performed:
 - 1. Stake and mulch all trees per installation details.
 - 2. Remove all nursery stakes ties, and tags from all plants. Prune and remove any dead, damaged, or broken branches. Maintain side growth on all trees.

3.7 STAKING

- A. All trees, including evergreen trees, shall be staked.
- B. Staking shall be performed as follows:
 - 1. Two (2) 2"x 2" square or 2" diameter round wood stakes, ten (10) feet in length, shall be used to support each tree planted under this contract unless otherwise indicated.
 - 2. Tree ties shall conform to the staking detail shown on the planting detail sheet.
 - 3. Each stake will be located adjacent to the rootball, on opposing sides, to provide maximum support to the trunk. Do not penetrate the rootball with the stake.
 - 4. The stakes will be driven into the pit bottom after the tree has been placed in the pit, but before backfilling begins so as to avoid damage to the roots.
- C. Stakes and ties shall be removed after one (1) full growing season from the time the tree was installed.

3.8 WATERING

- A. All plants shall be thoroughly watered immediately after planting. This shall mean full and thorough saturation of all backfill in the pits and beds during the same day of planting. Water shall be applied only by open end hose at very low pressure to avoid creating air pockets, causing injury to the plant, or washing away of backfill. When installed, watered, and fully settled, the plants shall be vertical with the root collar at the appropriate level.
 - B. Subsequent watering shall be provided by the site's irrigation system. The Contractor shall insure that all plants, especially trees, receive sufficient water to maintain healthy growth and vigor. Overwatering shall be avoided, and prolonged saturation of the soil around the trees shall be eliminated by appropriately controlling the irrigation circuit which provides water to that area.
- 3.9 WEED BARRIER FABRIC (if specified)
- A. Prepare final grade prior to placing fabric. Placement of fabric shall comply with the following:
 - 1. Place pre-emergent herbicide prior to installing fabric.
 - 2. Install fabric directly on topsoil. With drip tubing, install tubing on top of fabric.
 - 3. Overlap and secure per manufacturer's recommendations.
 - 4. Cut an "X" where plant will be located. Peel back corners to allow plant installation. Fold corners back in to place after plant is installed.
- 3.10 MULCHING
- A. Mulch shall be placed to a depth of three (3) inches on top of the topsoil in all planting beds and over tree planting pits.
 - B. The finished grade of the mulch shall be as follows:
 - 1. Two (2) inches below the surface or finished grade of any paving, mowstrips, or walks adjacent to the planting area.
 - 2. At adjacent finished grade of the turf surrounding tree planting pits.
 - C. Mulch shall be kept six (6) inches away from the base of each tree and shrub, and 4" from each perennial.
 - D. Just prior to placement of the mulch, the Contractor shall treat the mulched areas with a pre-emergent herbicide according to the manufacturer's recommendations.
- 3.11 CLEAN UP
- A. Throughout the course of planting, excess and waste materials as well as excavated subsoil shall be continuously and promptly removed. All areas shall be kept clear and all reasonable precautions taken to avoid damage to existing structures, plants, and grass.
 - B. When planting has been completed in an area, it shall be thoroughly cleaned of all debris, rubbish, subsoil, and waste materials. These shall be removed from the property and disposed of legally. All planting tools shall also be put away.
 - C. The ground surface shall be left in a condition satisfactory to the Landscape Architect or Owner's Representative.
- 3.12 AS-BUILT DOCUMENTS
- A. The Contractor shall keep a record of all departures from the working drawings that occur during construction. These changes shall be shown on a clean set of prints, and the prints kept on the job site at all times for review.
 - B. As a part of his observation work, the Landscape Architect or Owner's Representative shall review the as-built drawings regularly to verify that changes are being recorded.

At the conclusion of the work, the Contractor shall present to the Owner fresh, clean drawings of all the changes made and recorded previously and they shall become part of the permanent record of the project.

3.13 MAINTENANCE

A. Substantial Completion:

1. At Substantial Completion of all planting work outlined in these plans, the Contractor shall contact the City to arrange for a walk through to verify that all aspects of the work have been completed. Work must be fully completed (except for final clean-up) according to all plans, notes, and specifications and exhibit professional workmanship. Substantial completion shall be defined as the complete installation of all plant materials, staking, mulching, and other work on the project in its entirety. Substantial completion shall not be given on designated portions of the project.
2. Notice by the Contractor shall be given, in writing, at least three (3) days in advance to the Landscape Architect or Owner's Representative so that proper scheduling can be made for those who are to attend.
3. At the appointed time, an inspection of all plant materials, including staking and mulching, shall be made.
4. A list of uncompleted items (punch list) shall be generated by the Landscape Architect or Owner's Representative and distributed to the Contractor and other involved parties within three (3) days of the substantial completion inspection. Each item on the punch list shall be corrected before the project will be approved and accepted by the Landscape Architect or Owner's Representative. The Contractor will be back charged for time spent by the Owner and any consultants who have been brought to the site for a final inspection when the project is not ready for said inspection.

B. Maintenance/Establishment Period:

1. The maintenance/establishment period shall begin one (1) day after the substantial completion inspection. The Contractor shall complete all punch list items during this period, as well as maintain and operate the entire irrigation system.
2. In cases where the maintenance/establishment period runs beyond October 15 of any given year, the balance of the maintenance/establishment period days shall be extended into the spring of the following year. Counting of the balance of days shall begin no sooner than April 15, unless mutually agreed upon by both the Contractor and the City prior to that date. Early counting shall be based on weather conditions at the time.
3. The Contractor shall maintain all plantings until the turf is fully established. The turf shall be considered fully established when grass stands come in uniform and thick, with no bare or thin spots, and roots have begun to spread and knit together. No weeds shall be allowed in the grass. If the turf grass is hydroseeded, the Contractor must complete the hydroseeding by September 1. The maintenance/establishment period shall be a minimum period of sixty (60) days.
4. The maintenance work required shall include but not be limited to the following:
 - a. Appropriate watering of all plant materials.
 - b. Weeding and removal of all weeds from groundcover and planting areas.
 - c. Replacement of any dead, dying, or damaged trees, shrubs, perennials, or groundcover.
 - d. Filling and replanting of any low areas which may cause standing water.
 - e. Adjusting or sprinkler head heights and watering patterns.
 - f. Filling and recompaction of eroded areas, along with any required reseeding and/or replanting.

- g. The grass shall be mowed when the blades reach three (3) inches tall and maintained to a minimum height of two (2) inches. No more than one third (1/3) of the blade shall be removed per cutting. The cutting frequency shall be once every five (5) to seven (7) days depending upon grass height and growth rate.
- h. Weekly removal of all trash, litter, clippings, and all foreign debris.
- i. At thirty (30) days after planting, a balanced fertilizer (16-16-16) shall be applied to the grass areas at a rate of one half (1/2) pound of nitrogen per one thousand (1,000) square feet.
- j. At intervals of thirty (30) days after the first application of fertilizer to the grass, apply a balanced fertilizer (16-16-16) at a rate of one half (1/2) pound of nitrogen per one thousand (1,000) square feet until the grass is established.
- 5. The maintenance period shall not end until Final Acceptance of the project.
- C. Final Acceptance:
 - 1. A final inspection shall be held prior to the end of the maintenance period to ensure that all punch list items have been completed and the entire project is ready for acceptance by the Owner.
 - 2. Upon satisfaction that the Contractor has completed all punch list items, the irrigation system is fully and completely functional, and the required As-Built drawings, mylars and maintenance manuals have been submitted, the Owner shall accept the project.
 - 3. An official letter of final acceptance shall be prepared and issued by the Owner to the Contractor, designer, and the Landscape Architect. Upon final acceptance of the project by the Landscape Architect or Owner's Representative, the Owner shall assume full responsibility for the project, and the guarantee period shall begin.

3.14 GUARANTEE

- A. Upon final acceptance of the project as being properly installed, the Contractor shall guarantee the plant materials as follows:
 - 1. All shrubs and groundcovers shall be guaranteed by the Contractor as to growth and health for a period of sixty (60) days after completion of the maintenance period and final acceptance.
 - 2. All trees shall be guaranteed by the contractor to thrive and grow in an acceptable upright position for a period of one (1) year after completion of the maintenance period and final acceptance.
- B. The Contractor shall, within fifteen (15) days after receiving written notification by the Landscape Architect or Owner's Representative, remove and replace all guaranteed plant materials which die or become unhealthy or appear to be in a badly impaired condition at any time during the guarantee period. Any plants that settle below or rise above the desired finished grade shall also be reset to the proper grade.
- C. All replacements shall be plants of the same kind, size, and quality as originally specified in the "plant list" and they shall be furnished, planted, staked, and maintained as specified herein at no additional cost.
- D. The Contractor will not be responsible for plants destroyed or lost due to occupancy of the project, vandalism on the part of others, or improper maintenance or lack thereof.
- E. At the conclusion of the guarantee period and prior to final inspection of the plant materials by the Landscape Architect or Owner's Representative, the Contractor shall remove all tree stakes. This period of time shall be approximately 1 year after initial planting.
 - 1. Stakes shall be removed by first cutting the ties securing the tree to stakes and secondly pulling stakes or guys out of the ground.

2. Stakes shall not be broken off above, at, or below ground levels but removed completely.
- F. At the conclusion of the guarantee period a final inspection of all planting included in this contract shall be made by the Landscape Architect or Owner's Representative. At that time any plant found to be unhealthy, broken, damaged, or otherwise in an impaired condition shall be noted. Plants so noted shall be removed immediately from the site by the Contractor and replaced by him, as specified under this section, with plants of like kind and size in the manner previously specified for the original planting without extra compensation.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Use the following unit prices as designated on the Bid Schedule. Includes all labor, materials, and equipment to provide the work as specified. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other Bid Items.
- A. Trees (evergreen, 4' ht. min., b&b) - By each for all necessary equipment, materials, and labor required to provide and install 4' ht. min. evergreen trees as shown on the drawings. Also included is all digging, placement, backfill, watering, staking, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.
 1. Bid Schedule Payment Reference: 3001.4.1.A
 2. Bid Schedule Description: Trees (evergreen, 4' ht. min., b&b), each (EA)
 - B. Shrubs (5 gal.) - By each for all necessary equipment, materials, and labor required to provide and install 4' ht. min. evergreen trees as shown on the drawings. Also included is all digging, placement, backfill, watering, staking, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.
 1. Bid Schedule Payment Reference: 3001.4.1.B
 2. Bid Schedule Description: Shrubs (5 gal.), each (EA)
 - C. Perennials (1 gal.) - By each for all necessary equipment, materials, and labor required to provide and install 4' ht. min. evergreen trees as shown on the drawings. Also included is all digging, placement, backfill, watering, staking, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.
 1. Bid Schedule Payment Reference: 3001.4.1.C
 2. Bid Schedule Description: Perennials (1 gal.), each (EA)
 - D. Rock Mulch (3" depth 1 ¼" washed Buckskin Rock) - By square foot for all necessary equipment, materials, and labor required to provide and install 4' ht. min. evergreen trees as shown on the drawings. Also included is all digging, placement, backfill, watering, staking, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.
 1. Bid Schedule Payment Reference: 3001.4.1.D
 2. Bid Schedule Description: Rock Mulch (3" depth 1 ¼" washed Buckskin Rock) Square Foot (SF)
 - E. Weed Barrier Fabric (Tyvar 3301B, under rock mulch) - By square foot for all necessary equipment, materials, and labor required to provide and install 4' ht. min. evergreen trees as shown on the drawings. Also included is all digging, placement, backfill, watering,

staking, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 3001.4.1.E
2. Bid Schedule Description: Weed Barrier Fabric, Square Foot (SF)

- F. Small Boulders (2'-2 1/2' size) - By each for all necessary equipment, materials, and labor required to provide and install 4' ht. min. evergreen trees as shown on the drawings. Also included is all digging, placement, backfill, watering, staking, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 3001.4.1.F
2. Bid Schedule Description: Small Boulders (2'-2 1/2' size), Each (EA)

- G. Small Boulders (3-4' size) - By each for all necessary equipment, materials, and labor required to provide and install 4' ht. min. evergreen trees as shown on the drawings. Also included is all digging, placement, backfill, watering, staking, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 3001.4.1.G
2. Bid Schedule Description: Small Boulders (3-4' size), Each (EA)

- H. Imported Topsoil - By cubic yard for all necessary equipment, materials, and labor required to provide and install 4' ht. min. evergreen trees as shown on the drawings. Also included is all digging, placement, backfill, watering, staking, and other items not covered by other bid items, cleaning, and related appurtenances and connections as shown on the drawings and not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 3001.4.1.H
2. Bid Schedule Description: Imported Topsoil, Cubic Yard (CY)

END OF SECTION

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Bid prices listed shall include all applicable taxes and fees.

BASE BID – Mountain View Road / 6th Street Roundabout Landscaping

 Indicates schedule of values for the lump sum item.

ITEM NO.	Specification Reference	ITEM DESCRIPTION	UNITS	QTY.	TOTAL
1		Site Work / Miscellaneous	LS	1	\$11,800
	S1	Bonding Expenses	LS	1	
	2010.4.1.A.1	Mobilization	LS	1	
	1103.4.1.B.1	Traffic Control Signs	LS	1	
	802.4.1.B.1	Crushed Aggregate for Base Type II (2") (used for berm construction)	TN	70	
2		Irrigation Work	LS	1	\$10,925
	901.4.1.A	1" Sch 40 Irrigation Mainline Pipe & Fittings	LF	20	
	901.4.1.B.1	3/4" Sch 40 Irrigation Lateral Pipe & Fittings	LF	15	
	901.4.1.B.2	1 1/2" Sch 40 Lateral Line Drip Headers & Fittings	LF	50	
	901.4.1.C	Connect to Water Meter	EA	1	

ITEM NO.	Specification Reference	ITEM DESCRIPTION	UNITS	QTY.	TOTAL
	901.4.1.D	Controller (Hunter PED-SS-A2C-1200-SS)	EA	1	
	901.4.1.E	Grounding Rod (5/8"x8')	EA	1	
	901.4.1.F	Drain Valve Assembly (Apollo, 3/4")	EA	3	
	901.4.1.G	Backflow Prevention Assembly (3/4" Zurn 375)	EA	1	
	901.4.1.H	Flow Sensor (Hunter HFS-100)	EA	1	
	901.4.1.I	Master Valve Assembly (Hunter ICV-G, 1")	EA	1	
	901.4.1.J	Mainline Isolation Valve (1" Brass ball valve)	EA	1	
	901.4.1.K	Quick Coupling Valve Assembly (Leemco L2)	EA	1	
	901.4.1.L	Drip Control Valve Assembly (Hunter ICZ 1")	EA	2	
	901.4.1.M	Drip Tubing (Hunter HDL-06-18-CV)	LF	1,270	
	901.4.1.N	Manual Drip Line Flush Valve (per detail)	EA	2	
	901.4.1.O	Communication Wiring	LS	1	
	901.4.1.P	Irrigation Control Wire	LS	1	
3		Plantings	LS	1	\$8,000
	3001.4.1.A	Trees (evergreen 4' ht. min.)	EA	5	
	3001.4.1.B	Shrubs (5 gal.)	EA	25	
	3001.4.1.C	Perennial (1 gal.)	EA	104	
4		Landscaping	LS	1	\$19,200
	3001.4.1.D	Rock Mulch (3" depth, 1 1/4" Buckskin Rock)	SF	1,925	
	3001.4.1.E	Weed Barrier Fabric (Tyrar 3301B, under rock mulches)	SF	1,925	
	3001.4.1.F	Small Boulder (2' – 2 1/2' size)	EA	13	
	3001.4.1.G	Large Boulder (3-4' size)	EA	5	
	3001.4.1.H	Imported Topsoil & Fine Grading	CY	72	
Sum of Lump Sum Items (1-4)					\$49,925

BASE BID TOTAL PRICE forty nine thousand, nine hundred twenty five dollars

(use words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in accordance with Article 8 of the Instructions to Bidders;
 - B. Not used;
 - C. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;
 - D. Contractor's Non-Collusion Affidavit;
 - E. Anti-Discrimination Affidavit;
 - F. Bidder's State of Idaho Public Works Contractor's License No.: _____.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Date of Qualification to do business in Idaho is ____/____/____.

A Corporation

Corporation Name: Western Construction of Lemiston Inc

State of Incorporation: Idaho

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Case Stedham

Title: President
(CORPORATE SEAL)

Attest Jay L Liedtke

Date of Qualification to do business in Idaho is 10/1/13.



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____/____/____.

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____/____/____.

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 3900 Industrial Way
Lewiston Id 83501

Phone No. 208 743 4278 Fax No. 208 743 4343

E-mail kevin@wcilewiston.com

SUBMITTED on 7-28, 2022.

Idaho Public Works Contractor License No. 015706 unlimited li 2



ARTICLES OF INCORPORATION **FILED EFFECTIVE**

(General Business)

(Instructions on back of application)

2013 MAY 20 AM 9:58

The undersigned, in order to form a Corporation under the provisions of Title 30, Chapter 1, Idaho Code, submits the following articles of incorporation to the Secretary of State.

Article 1: The name of the corporation shall be:

Western Construction of Lewiston, Inc.

Article 2: The number of shares the corporation is authorized to issue: 300

Article 3: The street address of the registered office is: 3900 Industrial Way, Lewiston, ID 83501

and the name of the registered agent at such address is: Case Stedham

Article 4: The name of the incorporator is: Frank J. Motley

and address of the incorporator is: 6901 SR 270, Pullman, WA 99163

Article 5: The mailing address of the corporation shall be:

3900 Industrial Way, Lewiston, ID 83501

Optional Articles:

Customer Acct #:

(if using pre-paid account)

Secretary of State use only

Signature of at least one incorporator:

[Signature]

Typed Name: Frank J. Motley

Typed Name: [Signature]

g:\corpforms\corp forms\startofincprofit.pdf, p65
Revised 08/20/05

IDAHO SECRETARY OF STATE
05/20/2013 05:00
CK: 507 CT: 62384 BH: 1374518
1 @ 100.00 = 100.00 CORP # 2

C198541



WESTERN

CONSTRUCTION OF LEWISTON
Incorporated

April 26, 2016

Annual Board Meeting for Corporation

We have named Fay Liedkie as our person appointed to witness and attest Officers signatures on documents.

Case Stedham President

4-26-16

Frank J Motley Vice President

4-26-16

William Motley Secretary-Treasurer

4-26-16

3900 INDUSTRIAL WAY LEWISTON, ID 83501
208-743-4278 PHONE 208-743-4343 FAX, EMAIL office@wcilewiston.com

3. The Contractor shall be familiar with the specifications for this project. Failure to do so shall not relieve the contractor of meeting all of the requirements contained therein.
2. The irrigation plan is diagrammatic in nature, and some drafting liberties have been taken to maintain the graphic clarity of the drawings. All irrigation equipment shall be located in planting areas only, unless noted otherwise. The Contractor shall install piping to minimize changes in direction, avoid placement under large trees or large shrubs, and avoid placement under hardscape features. Refer to the irrigation equipment schedule, installation details, and specifications for equipment and its proper installation.
3. The Contractor shall use only the equipment and products specified in the construction drawings. No substitution of materials will be allowed on the irrigation system without prior authorization from the Landscape Architect and the Owner.
4. The Contractor shall visit and inspect the project site. The Contractor shall take into consideration known and reasonably inferable conditions affecting the proposed work. Failure to visit the site shall not relieve the Contractor of furnishing materials and performing the work required. Any discrepancies between existing site conditions and those indicated on the plans shall be called to the attention of the Landscape Architect prior to continuance of the project.
5. If the water point of connection is located other than as shown on the drawings, or if the water pressure is different than indicated on the plans, or appears to be unusually high or low, the Contractor shall immediately notify the Landscape Architect prior to proceeding with any irrigation work.
6. Design spacing for each sprinkler head is listed in the Irrigation Equipment Schedule. Contractor shall lay out the heads as shown in the plans. While doing so, the Contractor shall note that the spacing matches both the plans and the intended design spacing as listed. If any discrepancies are discovered, the Contractor shall immediately contact the Landscape Architect to resolve the spacing prior to proceeding with the installation.
7. The Contractor shall keep the premises clean and free of excess equipment, materials, and rubbish incidental to work of this project. Work areas shall be swept clean and trash and debris picked up daily. Open trenches or hazards shall be protected with yellow caution tape. The Contractor is responsible for removal and legal disposal (offsite) of trash and debris generated by work on this project.
8. Pipe fittings shall conform to the following standards unless otherwise noted:
 - A. All main line fittings shall be solvent weld Schedule 80 PVC.
 - B. Schedule 80 tees with SxT Schedule 80 bushings, are approved on PVC main lines for automatic control valve installation.
 - C. All lateral line fittings shall be solvent weld Schedule 40 PVC.
 - D. All risers and exposed fittings shall be solvent weld Schedule 80 PVC, including conversions to metal pipe and fixtures, unless otherwise noted on the plans.
9. Backflow prevention devices shall be a reduced pressure principle backflow preventer. Installation shall comply with local, state, and national codes and regulations, and per manufacturer's recommendations (whichever is most restrictive). Included in the installation shall be the specified enclosure.
10. Irrigation wire shall conform to the following:
 - A. All irrigation control wire shall bear approval as U.L. listed type of underground feeder (direct burial) and each conductor shall be of electrical conductivity grade solid copper in accordance with ASTM 30.
 - B. No aluminum wire shall be used on this project.
 - C. Wire size shall be #14 gauge minimum.
 - D. Two spare wires shall be run from the controller to each valve.
 - E. All wire crossing water, attached to bridges, going under paving, or where conditions require protection, shall be housed in conduit or sleeves. All out-of-ground conduits shall be rigid metal. All buried conduit may be PVC.
 - F. All splices shall be water-tight. All connections made inside the box to connect wires to the valve shall be made using a 3M DBR/Y dry-splice connector or pre-approved equal. Each connector shall be completely sealed and water-proofed.
 - G. All other splices in control wire shall be housed in a separate valve box.
 - H. The pigment or color of the wires shall be integrated into the covering, rather than painted on. All common or ground wires shall be white in color. A separate color shall be used for all spare wires.
11. Run a single fourteen (14) gauge wire along the top of the main line to be used for tracking the location of the main line. The color of the tracing wire shall be different than any other wire color used.
12. All pressure main lines shall have between twenty-four (24) and thirty (30) inches of cover, while all lateral lines shall have between twelve (12) and fourteen (14) inches of cover. Trench bedding and backfill material shall consist of existing site soil free of rocks larger than one (1) inch in diameter and any other debris. Wasted pipe and other excess project materials or rubbish (tape, wire, trash, wrappers, boxes, plastic or glass bottles, etc.) shall not be backfilled into the trenches. All trenches shall be backfilled, and then watered sufficiently to insure no settling of the surface. In the event of any backfill settlement prior to the end of the guarantee period, all required repairs shall be performed at the Contractors own expense.
13. Manual drain valves shall be required at all low points in the main lines. All trenches shall be sloped so the pipes will gravity-drain back to the main connection point or to the nearest manual drain.
14. Check valves shall be used where indicated and where necessary to prevent water flow from lower elevation heads when the irrigation system is turned off.
15. All control valves shall be located within shrub areas where possible and installed per the details shown on the plans. Each control valve shall have its own separate shut-off

6. All main lines and lateral lines shall be sleeved where they pass under any paved areas. The size of the sleeve shall be twice the size of the pipe being sleeved, unless otherwise specified on the drawings.
17. The automatic controller shall be of the type and manufacturer specified, and located as shown on the plans. The Contractor shall be responsible for providing 120 volt electrical service to the controller. Coordinate this work with other trades on this project.
18. Prior to backfilling any trenches or irrigation lines:
 - A. All main lines shall be capped and pressure tested at 120 psi for a period of 4 hours. Any leaks found shall be corrected by removing the leaking pipe or fittings and installing new material in its place. Repeat the pressure test to insure the absence of leaks.
 - B. The Contractor shall not allow nor cause any work to be covered until it has been inspected, tested, and approved by the Landscape Architect.
 - C. Where a main line has been allowed to sit in the trench uncovered for any length of time prior to testing, the line may be shaded with a thin layer of soil to minimize weather related expansion or contraction of the pipe.
19. The Contractor shall adjust all irrigation heads to provide a uniform coverage and to keep spray off of buildings, walkways, and paved surfaces.
20. When the sprinkler system has been completed, the Contractor shall, in the presence of the Landscape Architect and the Owner, conduct a coverage test of the water afforded to the planting areas to insure that it is consistent and uniform. The Contractor shall provide, at his own expense, all materials and labor necessary to correct any deficiencies or inadequacies discovered during the coverage test.
21. The Contractor shall keep on site a current and accurate as-built record of construction. It shall include exact dimensioned locations, grades, elevations, and the size of all exterior and interior underground piping, valves, and drains. Dimensions shall indicate distances from columns, buildings, curbs, and similar permanent features on the site. This information shall be recorded on a print as the work progresses, but shall be permanently recorded on a reproducible, two (2) mil Mylar or Tyvek original which shall be given to the Owner before the project is accepted.
22. The irrigation contractor shall maintain the system for the duration of the contract period, including the maintenance period.
23. Upon final acceptance of the sprinkler irrigation system as being operational and properly installed, the Contractor shall guarantee the workmanship, materials, fixtures, and equipment to be free from defects for a period of one (1) year after that date.
23. Inline Drippers
 - A. Inline drip tubing shall be spaced approximately equal to the inline emitter spacing. Inline drip tubing spacing may be adjusted to be slightly less than the emitter spacing in order to achieve uniform spacing. For slope applications, place drip tubing laterals parallel to the slope contour. When slopes exceed thirty (30) percent, increase the recommended lateral spacing by twenty five (25) percent on the lower one third (1/3) of the slope.
 - B. Weed barrier fabric shall be installed directly on top of finished grade soil, with inline dripper tubing on top of fabric. Inline dripper tubing shall be secured with soil staples and covered with three (3) inches of specified mulch. Supply and exhaust headers shall be installed at normal lateral line depths.
 - C. All drip tubing shall be held in place by soil staples and shall conform to the following:
 - I. Sandy Soil – One staple per every three (3) feet and two (2) staples on each change of direction (tee, elbow, or cross)
 - II. Loam Soil – One staple every four (4) feet and two (2) staples on each change of direction (tee, elbow, or cross)
 - III. Clay Soil – One staple every five (5) feet and two (2) staples on each change of direction (tee, elbow, or cross)
 - D. Installation of inline drip circuits shall generally conform to the following steps:
 - I. Assemble and install ball valve, filter, remote control valve, and inline pressure regulator assembly in accordance with installation details.
 - II. Assemble and install supply header(s) in accordance with installation details. Tape or plug all open connections to prevent debris contamination.
 - III. Install lateral drip lines in accordance with details and relevant specifications and manufacturer's recommendations. Tape or plug all open ends while installing to prevent debris contamination.
 - IV. Assemble and install exhaust header(s) in accordance with installation details. Tape or plug all open connections to prevent debris contamination.
 - V. Install air/vacuum relief valve(s) at the zone's highest point(s) in accordance with installation details.
 - VI. Thoroughly flush supply header(s) and connect drip lateral lines while flushing.
 - VII. Thoroughly flush drip lateral lines and connect to exhaust header(s) and any interconnecting lateral lines while flushing.
 - VIII. Thoroughly flush exhaust header(s) and install line flushing valves in accordance with details.

VICINITY MAP



NOTE: CONTRACTOR TO COORDINATE LANDSCAPING AND IRRIGATION INSTALLATION WITH MOUNTAIN VIEW ROAD IMPROVEMENTS GENERAL CONTRACTOR IF ROUNDABOUT IS NOT CONSTRUCTED OR IS BEING CONSTRUCTED.

BID SET



REUSE OF DRAWINGS

J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

REVISION					
NO.	DESCRIPTION	BY	APR.	DATE	

MOUNTAIN VIEW RD/ 6TH ST ROUNDABOUT LANDSCAPE
MOSCOW, IDAHO

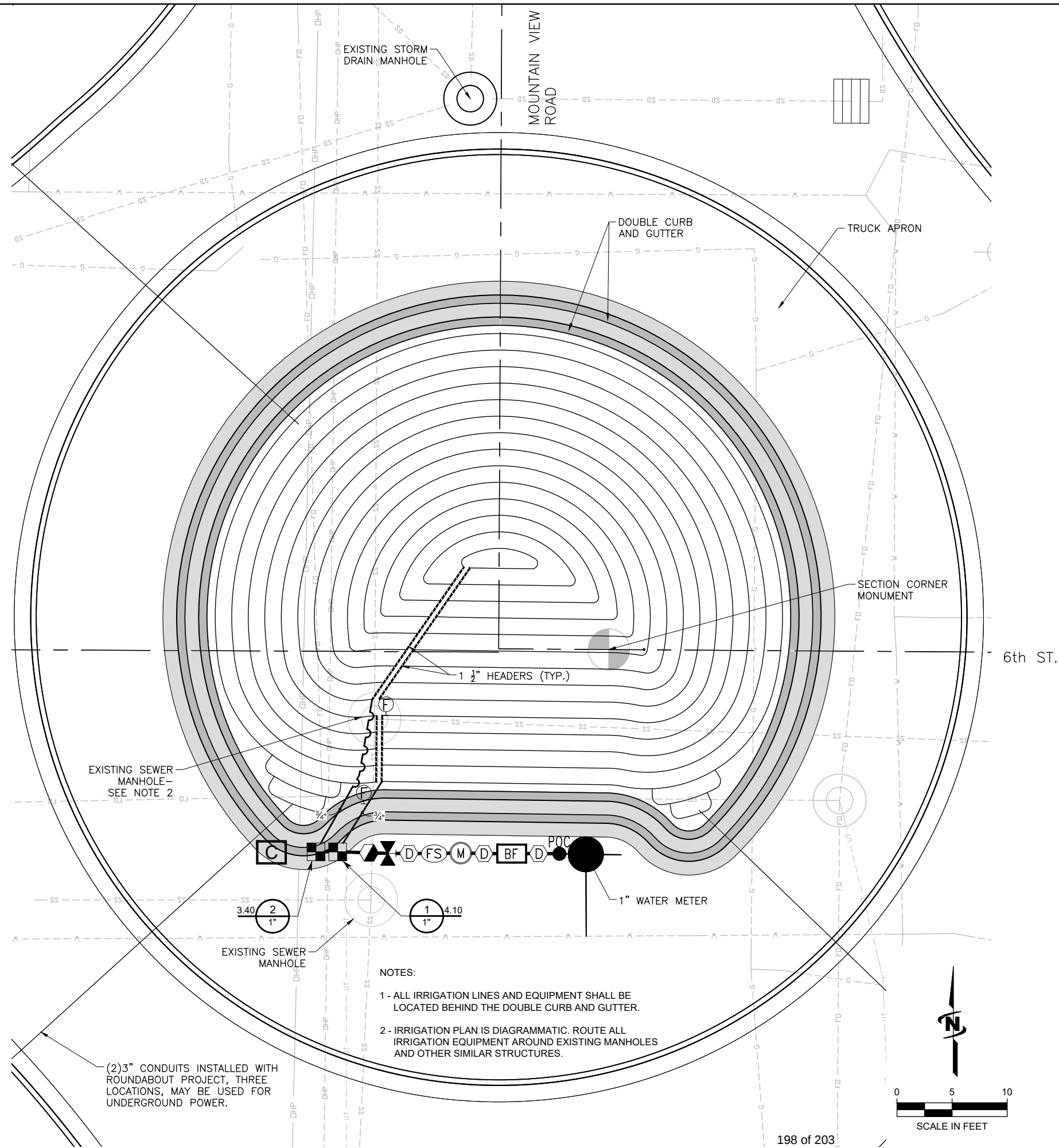
VICINITY MAP | SHEET INDEX | IRRIGATION NOTES

FILE: 07-21-025_LI-101X
JUB PROJ. #: 07-21-025
DRAWN BY: JDW
DESIGN BY: JMM
CHECKED BY: GHG

AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 9/24/2021
SHEET NUMBER:

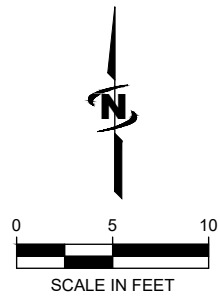
LI-001

Plot Date: 9/29/2021 1:45 AM Plotted By: Andrew Nozlander
Date Created: 9/29/2021 JUB-001-CENTRAL CLIENTS ID MOSCOW CITY PROJECT 07-21-025 6TH STREET VIEW ROUNDABOUT DESIGN CAD SHEET 07-21-025 LI-101X.DWG



- NOTES:
- 1 - ALL IRRIGATION LINES AND EQUIPMENT SHALL BE LOCATED BEHIND THE DOUBLE CURB AND GUTTER.
 - 2 - IRRIGATION PLAN IS DIAGRAMMATIC. ROUTE ALL IRRIGATION EQUIPMENT AROUND EXISTING MANHOLES AND OTHER SIMILAR STRUCTURES.

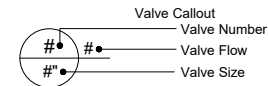
(2) 3" CONDUITS INSTALLED WITH ROUNDABOUT PROJECT, THREE LOCATIONS, MAY BE USED FOR UNDERGROUND POWER.



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
■	Drip Control Zone Kit Hunter ICZ-101-40-LF, 1" ICV Globe Valve with 1" HY100 filter system or approved equal. Pressure Regulation: 40psi. Flow Range: 0.5-15 GPM. 150 mesh stainless steel screen.
⊕	Manual Drip Line Flush Valve PVC Ball Valve 1 1/2" (Drain Valves plumbed to exhaust header and placed at low point of a zone as needed)
▨	Area to Receive Dripline Dripline HDL-06-18-CV: Hunter Dripline w/ 0.6 GPH emitters at 18" O.C. Check valve, dark brown tubing with gray striping. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Install with Hunter PLD barbed or PLD-LOC fittings.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
●	Quick Coupling Valve Assembly Leemco L2 Quick Coupling Valve, Key and Swivel. L2QCV-FPT-Y furnish with L2QCV-KEY and L2QCV-SWIVEL-007 or approved equal.
✕	Mainline Isolation Valve (line size) 1-1/2" or Smaller = Brass Ball Valve. Same size as mainline pipe diameter at valve location or approved equal.
Ⓜ	Master Valve Assembly 1" Hunter ICV-G. 1", Plastic Electric Master Valve, Globe Configuration, with NPT Threaded Inlet/Outlet, for Commercial/Municipal Use, or approved equal.
ⓓ	Manual Drain Valve Assembly Apollo Bronze ball valve with weld top (78-621-01) 3/4" or approved equal.
BF	Backflow Prevention Assembly 3/4" Zurn 375. Reduced Pressure Principle Assembly. Include in installation Aluminum Strong Box Enclosure or approved equal. Contractor to size enclosure for space requirements of backflow device.
C	Controller Assembly Hunter PED-SS-A2C-1200-SS. 12-Station controller in an outdoor stainless steel pedestal or an approved equal. See detail for mounting equipment.
FS	Flow Sensor Hunter HFS-100. Flow Sensor for use with A2C controller, 1" Schedule 40 Sensor Body, 24 VAC, 2 amp. or approved equal.
POC	Point of Connection 1"
—	Irrigation Lateral Line: PVC Schedule 40
---	Irrigation Mainline: PVC Schedule 40



J-U-B ENGINEERS, INC.
201 South Jackson Street
Moscow, ID 83843
Phone: 208.746.9010
www.jub.com

BID SET

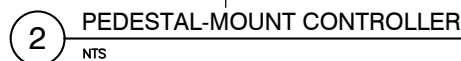
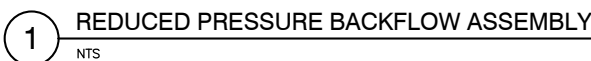


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REVISION	
NO.	DESCRIPTION
BY	DATE

MOUNTAIN VIEW RD/6TH ST ROUNDABOUT LANDSCAPE
MOSCOW, IDAHO
IRRIGATION PLAN

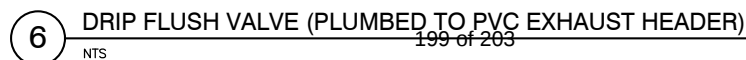
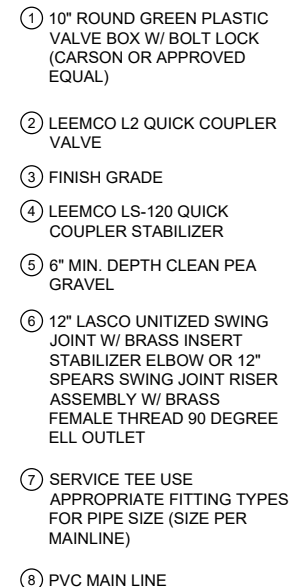
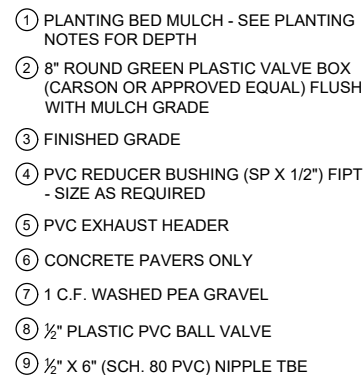
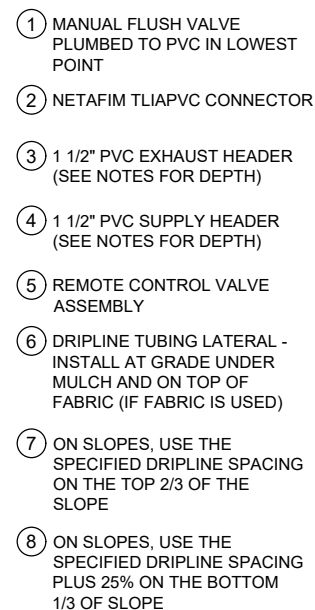
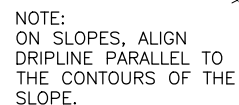
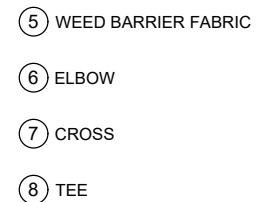
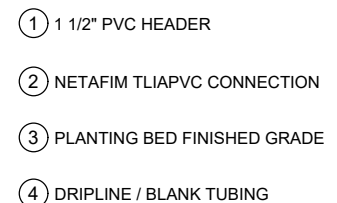
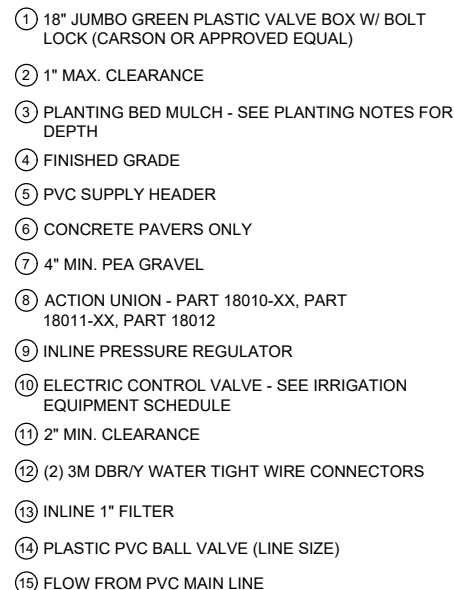
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DRAWN BY: JDW
DESIGN BY: JDW
CHECKED BY: JMM
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 9/29/2021
SHEET NUMBER:

LI-101



- 9 DIRECT BURIAL CONTROL WIRES TO CONTROL VALVES. IN 2-WIRE SYSTEM, PLACE CABLES IN PVC ELECTRICAL CONDUIT.
- 10 ADDITIONAL PVC CONDUIT W/ SWEEP ELL - AS NEEDED (TRADITIONAL WIRING)
- 11 2" PVC CONDUIT W/ SWEEP ELL - MAX. 40 14 AWG WIRES (TRADITIONAL WIRING)
- 12 5/8" X 8' COPPER CLAD GROUND ROD INSTALL GROUNDING PER MANUFACTURER'S RECOMMENDATIONS.
- 13 110 - VOLT SERVICE IN CONDUIT
- 14 1" COMMUNICATION CABLE CONDUIT (IF APPLICABLE)
- 15 8 AWG SOLID BARE COPPER WIRE

1. GROUND ROD OR COPPER GROUND PLATE MIN. 8' AND 12' MAX. AWAY FROM CONTROLLER. REFER TO MANUFACTURER'S RECOMMENDATION FOR GROUNDING EQUIPMENT SIZE AND INSTALLATION.
2. GROUNDING RESISTANCE SHOULD BE MEASURED AT 10 OHMS OR LESS. IF GREATER THAN 10 OHMS, A SECOND GROUNDING ROD OR PLATE MAY BE REQUIRED.
3. IN TWO-WIRE SYSTEMS BOTH THE COMMON WIRE AND THE CONTROL WIRE ARE COMBINED INTO A SINGLE 2-WIRE CABLE.
4. QUICKPAD MAY BE REPLACED WITH 6" THICK CONCRETE PAD. CONCRETE PAD DIMENSIONS SHALL BE 6" LARGER ON ALL SIDES THAN THE FOOTPRINT OF CONTROL BOX.



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MOUNTAIN VIEW RD/6TH ST ROUNDABOUT LANDSCAPE
MOSCOW, IDAHO

IRRIGATION DETAILS

FILE : 07-21-025_LI-101X

JUB PROJ. # : 07-21-025

DRAWN BY: JDW

CHECKED BY: GHG

CHECKED BY: GHG

ONE INCH

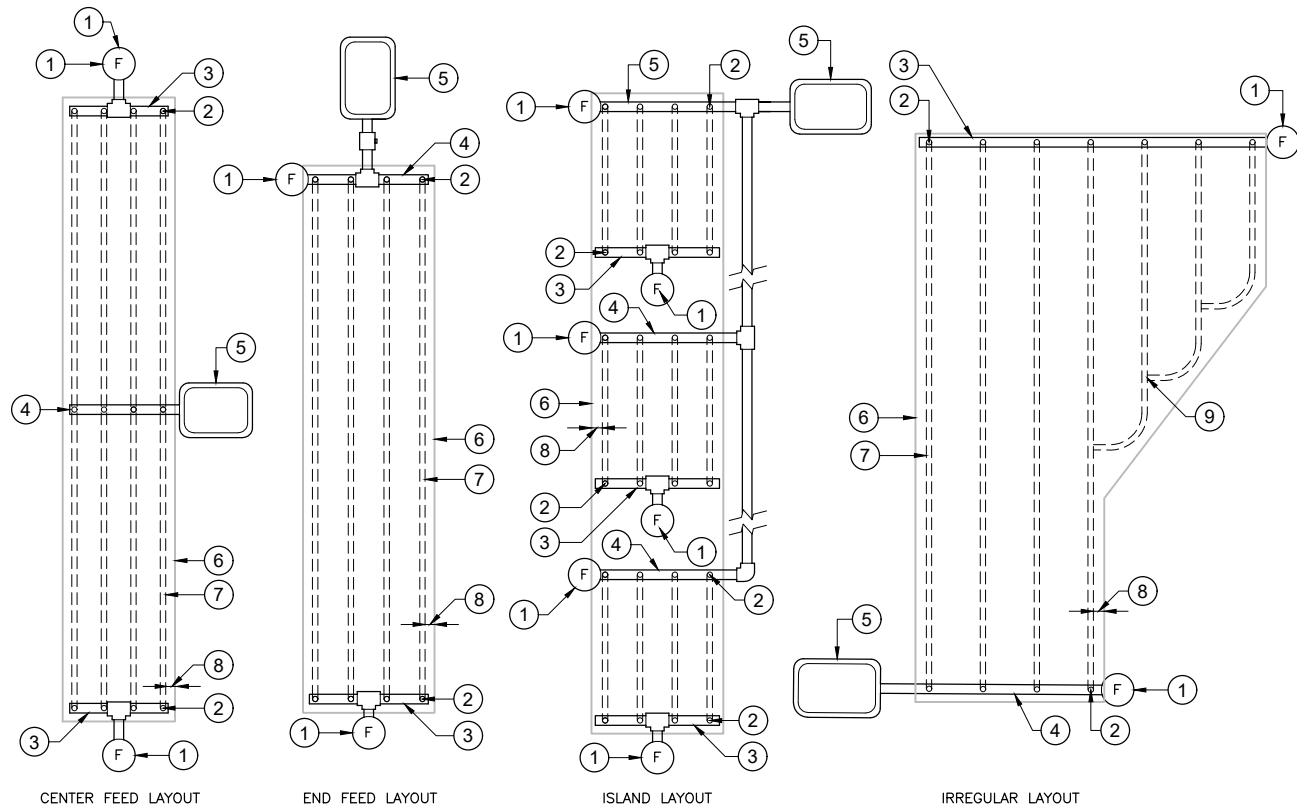
AT FULL SIZE, IF NOT
WELL COLORED

INCH, SCALE ACCORDING TO PLAN
LAST UPDATED: 9/24/2021

SHEET NUMBER:

LI-501

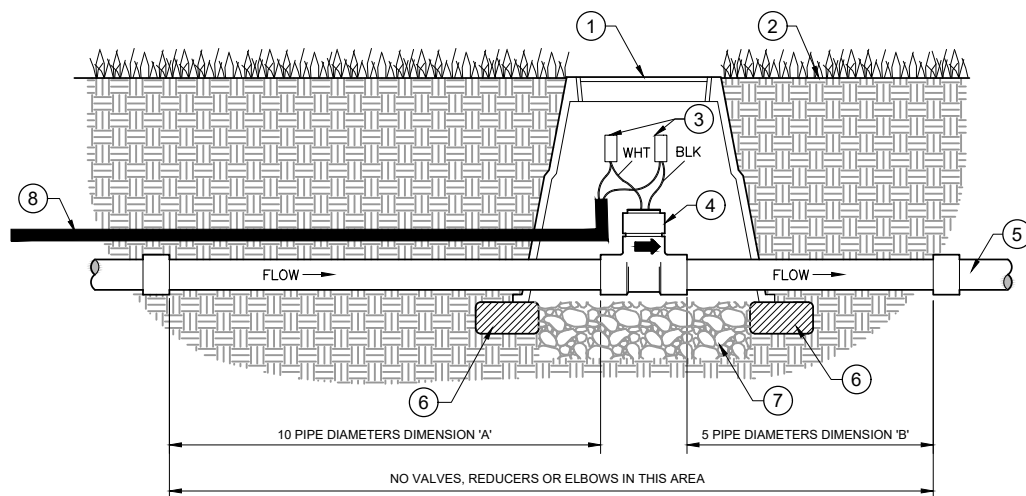
Plot Date: 9/24/2021 10:53 AM Plotted By: Jenna Meyers
Date Created: 9/24/2021 JUB.COM\CENTRAL CLIENTS\IDMOSCOWCITY\PROJECTS\07-21-025 6TH ST\INT VIEW\ROUNDABOUT DESIGN\CAD SHEET 07-21-025 LI-501X.DWG



- | | |
|---|---|
| ① MANUAL FLUSH VALVE PLUMBED TO PVC IN LOWEST POINT | ⑥ AREA PERIMETER |
| ② NETAFIM TLIAPVC CONNECTOR | ⑦ DRIPLINE TUBING LATERAL |
| ③ 1 1/2" PVC EXHAUST HEADER | ⑧ PERIMETER DRIPLINE TUBING LATERALS 2" TO 4" FROM EDGE |
| ④ 1 1/2" PVC SUPPLY HEADER | ⑨ DRIPLINE TEE |
| ⑤ REMOTE CONTROL VALVE ASSEMBLY | |

1 INLINE DRIP LAYOUTS (TYP.)

NTS



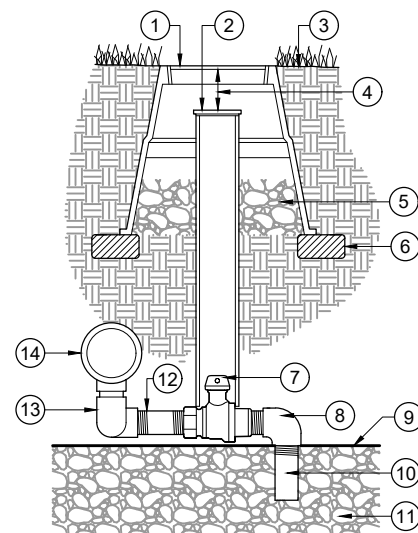
2 FLOW SENSOR ASSEMBLY

NTS

- ① 10" ROUND GREEN PLASTIC VALVE BOX W/ BOLT LOCK (CARSON OR APPROVED EQUAL, MARKED "F.S." IN 2" WHITE LETTERS)
- ② FINISHED GRADE
- ③ (2) 3 M DBR/Y WATER TIGHT WIRE CONNECTORS
- ④ FLOW SENSOR - SEE IRRIGATION EQUIPMENT SCHEDULE
- ⑤ PVC MAIN LINE
- ⑥ CONCRETE PAVERS ONLY
- ⑦ 4" MIN. PEA GRAVEL
- ⑧ SENSOR CABLE TO CONTROLLER

200 of 203

Page 240

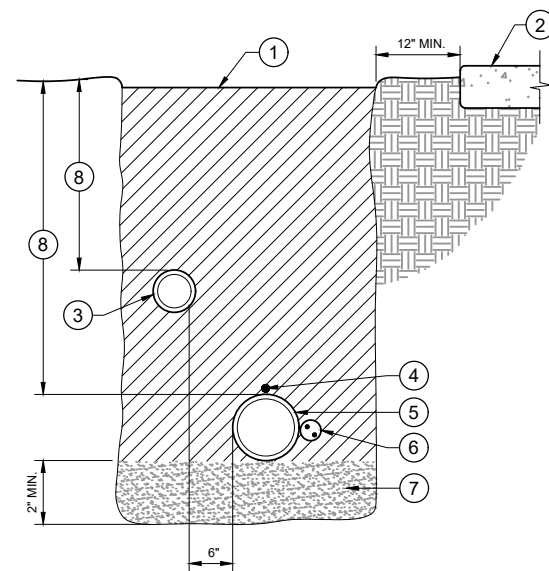


4 MANUAL DRAIN VALVE ASSEMBLY

NTS

- | | |
|--|--|
| ① 10" ROUND GREEN PLASTIC VALVE BOX WITH BOLT LOCK (CARSON OR APPROVED EQUAL) | ⑨ FILTER FABRIC COVERING SUMP |
| ② 4" PVC SCHEDULE 40 PIPE SLEEVE (NOTCH TO FIT PIPE), CAPPED BY YELLOW CAM LOCK SNUG CAP | ⑩ 3/4" X 6" PVC SCHEDULE 80 TOE NIPPLE |
| ③ FINISHED GRADE | ⑪ 3/4" GRAVEL SUMP - 6 C.F. MIN. SIZE |
| ④ 3" MIN. 6" MAX. CLEARANCE | ⑫ 3/4" X 12" PVC SCHEDULE 80 NIPPLE |
| ⑤ 4" MIN. PEA GRAVEL | ⑬ (2) FIPT X FIPT 90 DEGREE ELL, (2) 3/4" X CLOSE PVC NIPPLE |
| ⑥ CONCRETE PAVERS ONLY | ⑭ PVC MAIN LINE AND SERVICE TEE |
| ⑦ 3/4" VALVE - SEE IRRIGATION EQUIPMENT SCHEDULE | |
| ⑧ 3/4" 90 DEGREE STREET ELL | |

NOTE: MAIN LINE SHALL GRAVITY DRAIN TO MANUAL DRAIN VALVE. MANUAL DRAIN VALVE SHALL BE PLACED IN ALL LOW SPOTS AND WHERE SHOWN ON THE PLAN.



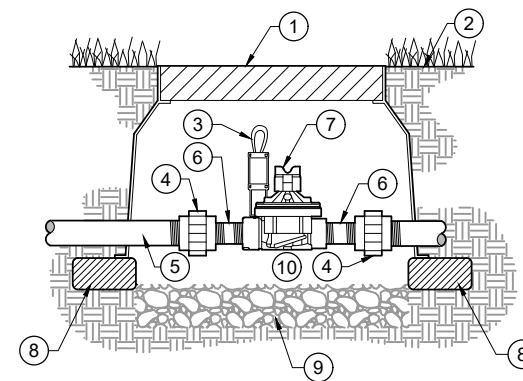
3 TRENCH DETAIL

NTS

JUB-IR-PIP-01

- ① BACKFILL MATERIAL - SEE NOTES, COMPACT TO 90% MDD
- ② ADJACENT HARD SURFACE
- ③ NON-PRESSURE LATERAL LINE
- ④ MAIN LINE LOCATOR WIRE; BURIED WITH ALL MAIN LINES
- ⑤ PVC MAIN LINE
- ⑥ DIRECT BURIAL, LOW VOLTAGE CONTROL WIRES; TO BE BURIED AND TAPED AT 10' INCREMENTS. LOCATE DIRECTLY ADJACENT TO MAIN LINE.
- ⑦ BEDDING MATERIAL - SEE NOTES
- ⑧ PIPE DEPTHS - SEE NOTES

NOTE: SEE SLEEVING DETAIL FOR TRENCHING IN PAVED AREAS.



5 MASTER VALVE ASSEMBLY

NTS

- ① 18" GREEN JUMBO 1220 VALVE BOX W/ BOLT LOCK (CARSON OR APPROVED EQUAL). USE BOX EXTENSIONS AS NEEDED.
- ② FINISHED GRADE
- ③ WIRES TO CONTROLLER INTERFACE - 18 GAUGE MIN. WIRE SIZE
- ④ ACTION UNION
- ⑤ PVC MAIN LINE
- ⑥ SCHEDULE 80 NIPPLE (LENGTH AS REQUIRED)
- ⑦ MASTER VALVE - SEE IRRIGATION EQUIPMENT SCHEDULE
- ⑧ CONCRETE PAVERS ONLY
- ⑨ 4" MIN. PEA GRAVEL
- ⑩ 2" MIN. CLEARANCE



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MOUNTAIN VIEW RD/6TH ST ROUNDABOUT LANDSCAPE
MOSCOW, IDAHO

IRRIGATION DETAILS

FILE: 07-21-025 LI-101X
JUB PROJ. #: 07-21-025
DRAWN BY: JDW
DESIGN BY: JDW
CHECKED BY: GHG
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 9/24/2021
SHEET NUMBER:

LI-502

Plot Date: 9/26/2021 10:35 AM Plotted By: Andrew Noorlander
Date Created: 9/23/2021 JUB.COM\CENTRAL\CLIENT\SID\JUBMOSCOWABOUT LANDSCAPE\DWG SHEET 07-21-025 LP-101X.DWG

PLANTING NOTES

1. The Contractor shall be familiar with the planting and irrigation technical specifications. Failure to do so will not relieve the contractor of their responsibility to fulfill all requirements in said specifications.
2. Prior to any planting operations, the irrigation system shall be fully operational and all planting areas shall be thoroughly moistened.
3. The planting plan is diagrammatic, and all plant locations are approximate. Plant symbols take precedence over plant quantities shown on the plans and in the Plant Material Schedule. The Contractor shall verify all plant quantities and notify the Landscape Architect of any discrepancies between the quantities and the symbols shown. The Plant Materials Schedule is for the Contractor’s convenience only.
4. No substitution of size, grade, variety or any species shall be permitted except by written permission of the Landscape Architect. Upon receiving Notice to Proceed, the Contractor shall provide written proof that the specified plant material is available and has been secured or reserved specifically for this project. Obtain nursery stock and other plant materials from reliable and stable sources prior to order and delivery.
5. Final Grade Preparation

A. The subgrade material shall be rough graded to plus or minus one tenth (±0.1) foot of the final rough grade, which will allow the Contractor to achieve final finished grade through the placement of the topsoil.

B. Protect existing trees, shrubs, lawns, existing structures, fences, roads, sidewalks, paving, curb and gutter and other features during Construction.

C. Protect above or below grade utilities. Contact utility companies to repair damage to utilities. Contractor shall pay all cost of repairs caused by contractor.

D. Maintain all benchmarks, control monuments and stakes, whether newly established by surveyor or previously existing. Protect from damage and dislocation.

E. Grading Intent: Spot elevations and contours indicated are based on the best available data. The intent is to maintain constant slopes between spot elevations.

F. Conduct work in an orderly manner. Do not create a nuisance. Do not permit soil accumulation on streets or sidewalks. Do not allow soil to be washed into sewers and storm drains.

G. Grade slopes to provide adequate drainage after compaction. Do not create water pockets or ridges. Use all means necessary to prevent erosion of freshly graded areas during construction until surfaces have been constructed and landscaping areas have taken hold.

H. Grades shall be smooth, even, and maintain a consistent uniform slope. Grades with undulating surfaces will be rejected and require re-grading.

I. The Contractor shall maintain a minimum of two (2) percent drainage away from all buildings, structures, and walls. Finished grades shall be smoothed to eliminate puddling or standing water.

J. All finished grades shall be approved by the Landscape Architect prior to installation of any plant materials.

K. Landscape Berm shall be constructed of an aggregate base conforming to ISPMC – Type 2 aggregate base. Topsoil to be added per note 6 to reach finish grade.
6. All planting areas shall receive a minimum of twelve (12) inches in planting beds. All topsoil used on this project shall meet the following criteria:

A. pH:.....5.5 – 8.0

B. EC (electrical conductivity):.....<2.0 mmhos per centimeter

C. SAR (sodium absorption ratio):.....<3.0

D. % OM (percent organic matter):.....2%

E. Texture (particle size per USDA classification):

I. Sand:.....<70%

II. Silt:.....<70%

III. Clay:.....<30%

IV. Stone Fragments (gravels or any soil particle Greater than two (2) mm in size):.....<5% (by volume)

V. Rocks > 1.5"..... None

In addition, the topsoil shall be fertile, friable, natural loam and shall be capable of sustaining vigorous plant growth. It shall be free of stones, lumps, clods of hard earth, plants or their roots, sticks, and other extraneous matter. The topsoil shall contain neither noxious weeds nor their seeds. It shall not be used for planting operations while in a frozen or muddy condition. An appropriate fertilizer may be used to provide needed nutrients for healthy and vigorous plant growth. Follow recommendation of topsoil report.
7. The following procedure shall be followed in placing all topsoil:

A. All areas to receive topsoil which have a slope of less than ten (10) percent shall be cross-ripped to a depth of four (4) to six (6) inches.

B. The surface of the subgrade shall be scarified to a depth of two (2) inches to provide a transition zone between the subgrade and the topsoil. Place the topsoil on the subgrade and fine grade to the final finished grade and topsoil depths as indicated on the drawings and in these notes.

C. Any required soil amendments (i.e. organic matter, fertilizer, gypsum, etc.) shall be placed directly on the topsoil at the required rates and spread evenly over the planting area. The amendments shall then be thoroughly blended into the topsoil to a depth of four (4) inches. Where only a dry, granular fertilizer is to be added, it may be applied to the surface and raked in during the fine grading process.
8. The Contractor shall obtain a soil analysis from an authorized soil testing agency of any existing stockpiled or imported topsoil to be used on the project to verify that it conforms to the topsoil specifications. Test results shall include horticultural nutrient recommendations. The soil samples shall be obtained per the testing agency directions. Allow ten (10) working days to obtain test results. The costs for such testing shall be the responsibility of the Contractor. Prior to delivery of the imported topsoil to the site, the Contractor shall provide to the Landscape Architect the name and location of the topsoil source, along with the certified soil analysis of the topsoil to be used. The analysis shall verify that the proposed topsoil meets the topsoil specifications, and is capable of supporting healthy plant growth.

9. After imported top soil has been delivered to the site, a second soils test may be required to verify that it is indeed the same soil as previously tested and designated for use in this project. No substitution of top soil shall be allowed without prior written authorization from the Landscape Architect.
10. All plants used for this project shall conform to the following:

A. Any inspection certificates required by law shall accompany each delivery of plants and such certificate shall be filed with the Landscape Architect. All plants shall be subject to inspection and approval at the place of growth or upon delivery to the site for their quality, size, species, and variety. Such approval shall not impair the right of inspection and rejection at the site or during progress of work for size and condition of the plants, latent defects, or injuries. Any and all rejected plants shall be removed immediately from the premises by the Contractor. The Contractor shall make all replacements to comply in full with any of the specifications at no additional cost to the project. Necessary replacements will be made as soon as weather conditions permit and all such plants replaced shall conform to all specifications herein.

B. Plants shall be fresh and vigorous, of normal habit and growth, and free of disease, insects and insect eggs and insect larvae, weeds and weed seed. No heeled-in plants from cold storage shall be accepted except on approval by the Landscape Architect prior to installation.
11. All plants shall be installed using the following procedures:

A. Plants shall be generally located as indicated by the drawing. The Contractor shall stake out the location of all plants and planting areas, and no excavation or installation shall commence until such locations have been approved by the Landscape Architect.

B. All trees and shrubs shall be planted in pits as detailed in the planting details contained herein or as noted on the drawings. Tree and shrub pits shall be circular in outline, with 45° angled sides and the base diameter of the plant pit at least two (2) times the diameter of the rootball of each plant to be installed. They shall be one to two and one half (1 – 2 ½) inches shallower than the rootball depth. When the plant is properly placed in the plant pit, the root collar shall be at or approximately one (1) inch above finished grade. The sides of the plant pit shall be roughened, and not smooth or sculpted.

C. Plant backfill mix shall be one hundred (100) percent native site soil.

D. For container grown plants, remove the container and place the plant vertically in the plant pit, directly on undisturbed soil. The root crown or collar shall be at or approximately one (1) inch above the finished grade. Perennial plants and ornamental grasses shall be planted with root collar at finished grade.

E. For balled and burlapped plants, place the plant vertically in the center of the pit, with the rootball resting on undisturbed soil. Cut and remove the wire basket and burlap or other wrapping material from the rootball. This may be done with the rootball in the pit. Any burlap or wire pieces underneath the rootball may be left in place if they cannot be removed. Do not fold the burlap over, but cut away as much as possible without disturbing the rootball. No burlap shall be pulled from under the rootball. Backfill the bottom one third (1/3) of the pit as the wire and burlap are removed. In all cases, maintain the integrity of the rootball.

F. Specified backfill material shall be carefully and firmly worked and tamped under and around the rootball to fill all voids. When backfilled and compacted to two thirds (2/3) the depth of the pit, thoroughly water with a hose to completely soak the roots and remove any air pockets.

G. The plant pit shall then be completely backfilled with the specified backfill mix and tamped well. A shallow watering basin or rain cup shall be formed around each plant. This basin will be equal in diameter to that of the original planting pit.

H. After planting, the following operations shall be performed:

I. Stake and mulch all trees per installation details.

II. Remove all nursery stakes ties, and tags from all plants. Prune and remove any dead, damaged, or broken branches. Maintain side growth on all trees.
12. Staking shall be performed as follows:

A. Two (2) 2"x 2" square or 2" diameter round wood stakes, minimum ten (10) feet in length, shall be used to support each tree planted under this contract unless otherwise indicated. Metal t-posts shall not be used.

B. Tree ties shall conform to the staking detail shown on the planting detail sheet. Wire and vinyl hose shall not be used.

C. Each stake shall be located adjacent to the rootball, on opposing sides, to provide maximum support to the trunk. Do not penetrate the rootball with the stake.

D. The stakes shall be driven into the pit bottom after the tree has been placed in the pit, but before backfilling begins so as to avoid damage to the roots.

E. Stakes and ties shall be removed after one (1) full growing season from the time the tree was installed.
13. All plants shall be thoroughly watered immediately after planting. This shall mean full and thorough saturation of all backfill in the pits and beds during the same day of planting. Water shall be applied only by open end hose at very low pressure to avoid air pockets, injury to the plant, or washing away of backfill. When installed, watered, and fully settled, the plants shall be vertical. Subsequent watering shall be provided by the site's irrigation system. The Contractor shall insure that all plants, especially trees, receive sufficient water to maintain healthy growth and vigor. Over-watering shall be avoided, and prolonged saturation of the soil around the trees shall be eliminated by appropriately controlling the irrigation circuit which provides water to that area.
14. A weed barrier fabric shall be placed in all planting beds to prevent the growth and spread of unwanted vegetation. The fabric shall be Typar #3301B or approved equal.
15. Mulch (see plant materials schedule and specifications for size requirements) shall be placed to a depth of three (3) inches on top of the topsoil in all planting beds and over tree planting pits. The finished grade of the mulch shall be as follows:

A. Two (2) inches below the surface or finished grade of any paving, mowstrips, or walks adjacent to the planting area.

B. One (1) inch below top of metal edging.

C. At adjacent finished grade of the turf surrounding tree planting pits.

D. In tree pits, the mulch shall be kept six (6) inches away from the base of the tree.

E. Just prior to placement of the mulch, the Contractor shall treat the mulched areas with a pre-emergent herbicide according to the manufacturer's recommendations.

16. Throughout the course of planting, excess and waste materials as well as excavated subsoil shall be continuously and promptly removed. All areas shall be kept clear and all reasonable precautions taken to avoid damage to existing structures, plants, and grass. When planting has been completed in an area, it shall be thoroughly cleaned of all debris, rubbish, subsoil, and waste materials. These shall be removed from the property and properly disposed of. All planting tools shall also be put away.
17. Substantial Completion shall be defined as the complete installation of all plant materials, staking, mulching, and other work on the project in its entirety. Substantial completion shall not be given on designated portions of a project.

A. At substantial completion of all planting work outlined in these plans, the Contractor shall contact the Landscape Architect to arrange for a walk through to verify that all aspects of the work have been completed. Work must be fully completed (except for final clean-up) according to all plans, notes, and specifications and exhibit professional workmanship.

B. Notice by the Contractor shall be given, in writing, at least three (3) days in advance to the Owner's Representative and Landscape Architect so that proper scheduling can be made for those who are to attend.

C. At the appointed time, an inspection of all plant materials, including staking and mulching, shall be made.

D. A list of uncompleted items (punch list) shall be generated by the Landscape Architect and distributed to the Contractor and other involved parties within three (3) days of the substantial completion inspection. Each item on the punch list shall be corrected before the project will be approved and accepted by the Owner's representative. The Contractor will be back charged for time spent by the Owner and any consultants who have been brought to the site for a final inspection when the project is not ready for said inspection.
18. The maintenance/establishment period shall begin one (1) day after the substantial completion inspection. The Contractor shall complete all punch list items during this period, as well as maintain and operate the entire irrigation system. The Contractor shall maintain all plantings until plants have begun to take root and are flourishing. No weeds shall be allowed in the planting areas. This shall be a minimum period of sixty (60) days. If winter weather interrupts the maintenance period, the maintenance period shall be suspended and the balance of the time shall be carried over to the next growing season and completed then. The Owner and Contractor shall mutually determine when the maintenance period is suspended and when it starts up again. The maintenance work required shall include but not be limited to the following:

A. Appropriate watering of all plant materials.

B. Weeding and removal of all weeds from groundcover and planting areas.

C. Replacement of any dead, dying, or damaged trees, shrubs, perennials, or groundcover.

D. Filling and replanting of any low areas which may cause standing water.

E. Adjusting of sprinkler head heights and watering patterns.

F. Filling and re-compaction of eroded areas, along with any required re-seeding and/or replanting.

G. Weekly removal of all trash, litter, clippings, and all foreign debris.
19. A final inspection shall be held prior to the end of the maintenance period to insure that all punch list items have been completed and the entire project is ready for acceptance by the Owner. Upon satisfaction that the Contractor has completed all punch list items, the irrigation system is fully and completely functional, and the required As-Built drawings, mylars and maintenance manuals have been submitted, the Owner shall accept the project. An official letter of final acceptance shall be prepared and issued to the Contractor, Landscape Architect, and the Owner's representative. Upon final acceptance of the project by the Owner's representative, the Owner shall assume full responsibility for the project, and the guarantee period shall begin.
20. Upon final acceptance of the project as being properly installed, the Contractor shall guarantee the plant materials as follows:

A. All shrubs and groundcovers shall be guaranteed by the Contractor as to growth and health for a period of sixty (60) days after completion of the maintenance period and final acceptance.

B. All trees shall be guaranteed by the Contractor to live and grow in an acceptable upright position for a period of one (1) year after completion of the maintenance period and final acceptance.
21. The Contractor shall, within fifteen (15) days after receiving written notification by Owner's representative, remove and replace all guaranteed plant materials which die or become unhealthy or appear to be in a badly impaired condition at any time during the guarantee period. Any plants that settle below or rise above the desired finished grade shall also be reset to the proper grade.

A. All replacements shall be plants of the same kind, size, and quality as originally specified in the "plant list" and they shall be furnished, planted, staked, and maintained as specified herein at no additional cost.

B. The Contractor will not be responsible for plants destroyed or lost after final acceptance due to occupancy of the project, vandalism on the part of others, or improper maintenance or lack thereof.



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REVISION		BY		DATE	
NO.	DESCRIPTION				

MOUNTAIN VIEW RD/ 6TH ST ROUNDABOUT LANDSCAPE
MOSCOW, IDAHO

PLANTING NOTES

FILE : 07-21-025 LP-101X

JUB PROJ. # : 07-21-025

DRAWN BY: JDW

DESIGN BY: JDW

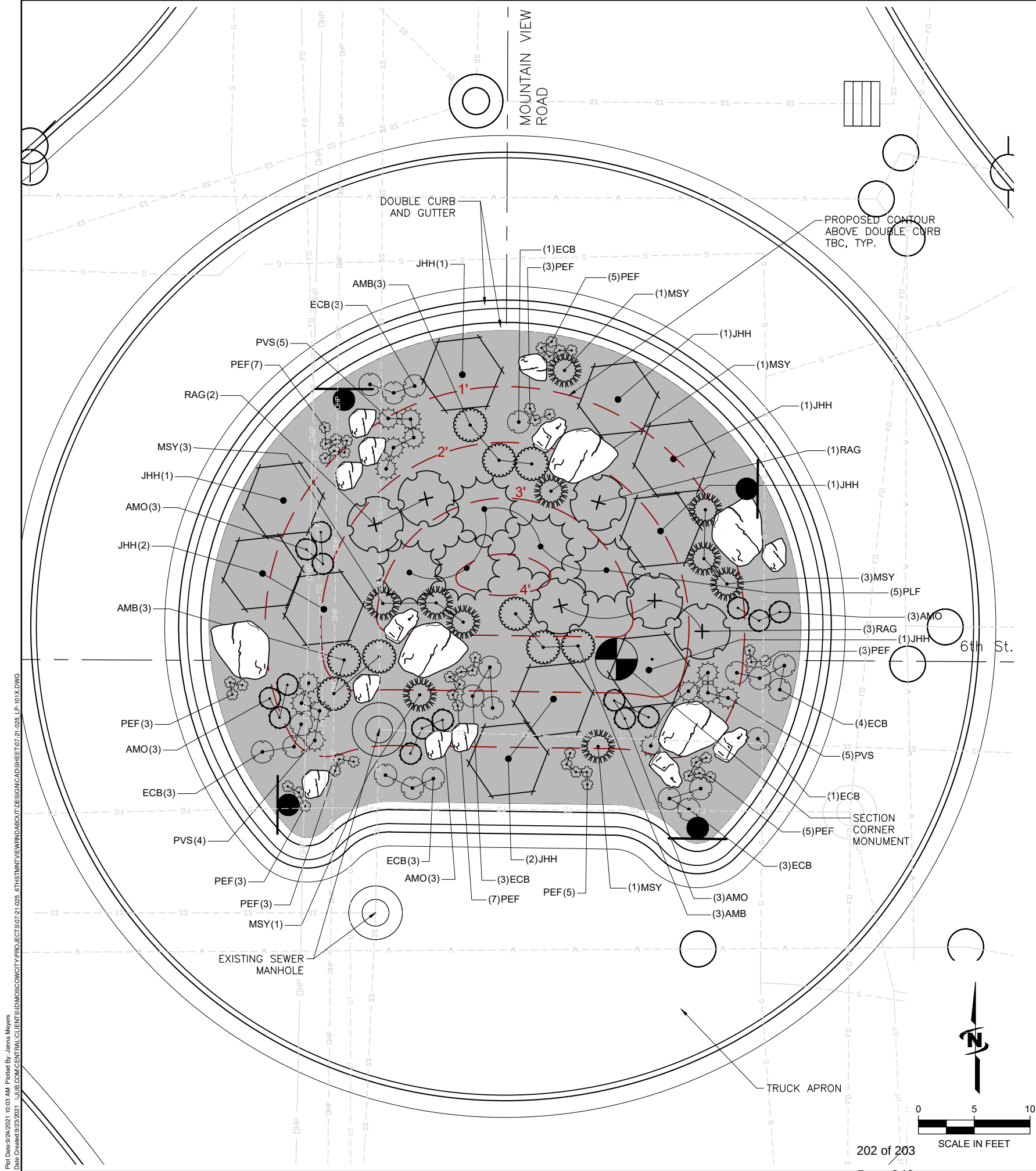
CHECKED BY: JMM

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY

LAST UPDATED: 9/24/2021

SHEET NUMBER:

LP-001



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	PLF	5	Pinus longaeva 'Formal Form'	Formal Form Bristlecone Pine	4' Height
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	AMB	9	Aronia melanocarpa 'UCONNAM166' TM	Low Scape Hedger Black Chokeberry	5 gal
	JHH	10	Juniperus horizontalis 'Hughes'	Hughes Creeping Juniper	5 gal
	RAG	6	Ribes aureum	Golden Currant	5 gal
GRASS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	MSY	10	Miscanthus sinensis 'Yaku Jima'	Yaku Jima Eulalia Grass	1 gal
	PVS	14	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 gal
PERENNIALS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	AMO	15	Achillea x 'Moonshine'	Moonshine Yarrow	1 gal
	ECB	21	Echinacea x 'Balsomold' TM	Sombrero Granada Gold Coneflower	1 gal
	PEF	44	Penstemon eatonii	Firecracker Penstemon	1 gal
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	RU	1,923 sf	Buckskin Rock Mulch 1 1/4" - Wittkopf Landscape Supply	Or Approved Equal Rock Mulch	3" Depth
		13	Small Boulder (2-2 1/2' DIA.)		
		5	Large Boulder (3-4' DIA.)		

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NO.	REVISION	DESCRIPTION	BY	DATE

MOUNTAIN VIEW RD/6TH ST ROUNDABOUT LANDSCAPE
MOSCOW, IDAHO

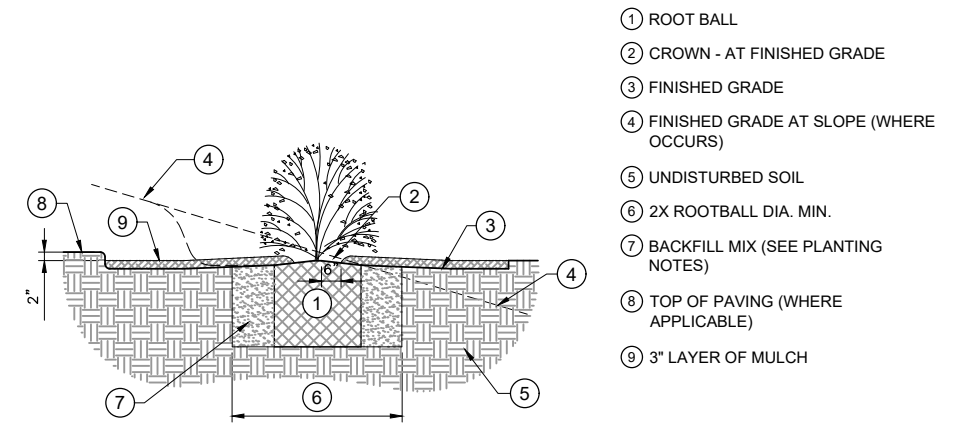
PLANTING PLAN

FILE : 07-21-025 LP-101X
JUB PROJ. # : 07-21-025
DRAWN BY: JDW
DESIGN BY: JDW
CHECKED BY: JMM

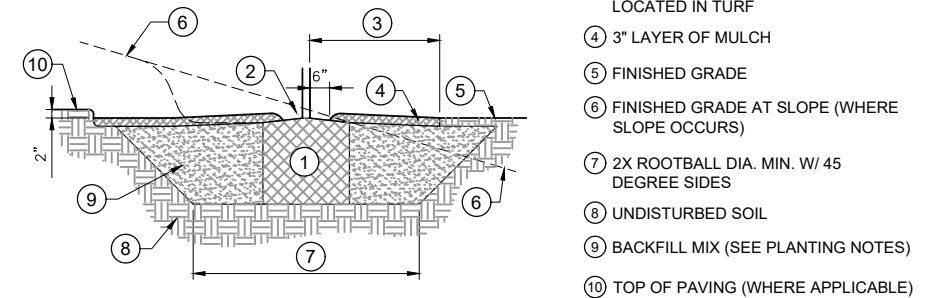
AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY

LAST UPDATED: 9/24/2021

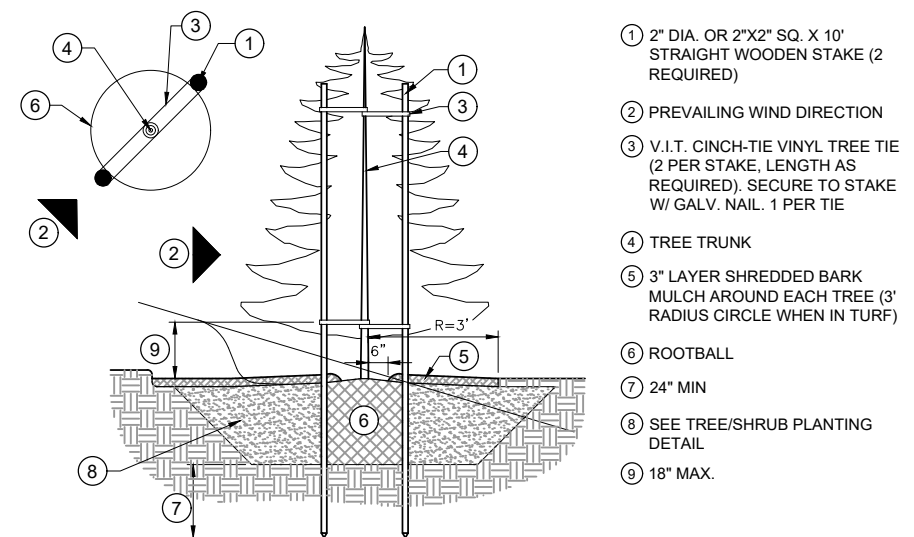
SHEET NUMBER:
LP-101



1 PERENNIAL PLANTING



2 TREE/SHRUB PLANTING



3 EVERGREEN TREE STAKING

**-U-B ENGINEERS, INC.**

201 South Jackson Street
Moscow, ID 83843

www.jub.com

BID SET



OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

REVISION					
NO.	DESCRIPTION	BY	APR.	DATE	

MOUNTAIN VIEW RD/6TH ST
ROUNDABOUT LANDSCAPE
MOSCOW, IDAHO

1000000

: 07-21-025_LP-101X

PROJ. # : 07-21-025

OWN BY: JDW

CKED BY: JIMM

ONE INCH

AT FULL SIZE, IF NOT ONE
WILL COME ACCORDING

INCH, SCALE ACCORDINGLY
 * UPDATED: 8/24/2021

FEET NUMBER:

EET NUMBER:

LP-501

LF-301

COMMITTEE STAFF REPORT

DATE: Monday, August 8, 2022



RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Paradise Path Lighting Project: Conduit Installation Bid Results (ACTION ITEM) - Nate Suhr

DESCRIPTION

The Paradise Pathway project was previously bid in April, 2021 with the bid opening on April 20, 2021. At that time the only responsive bid was from Germer Construction, which was \$358,458.00 where the Engineer's Estimate was \$178,035.40. At that time, the City chose to reject all bids and staff began to analyze cost-saving opportunities for the project. The largest discrepancy between the estimate and the bid was the conduit installation which was nearly triple the estimate. This was determined to be due to a combination of material availability and the lack of available specialty contractors to perform the conduit installation. With that in mind the conduit installation was separated from the rest of the project to allow contractors to bid on only that portion of the project.

The City provided the updated bid proposal for the conduit installation on the Paradise Pathway Lighting Project July 12, 2022. The bid for the project includes the installation of approximately two thousand six hundred (2600) feet of electrical conduit, seventeen (17) conduit sweeps, and seven (7) junction boxes along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. The Engineer's estimate for the project was \$49,970.00.

The City received one bid on July 29, 2022 from Curry Incorporated. The bid received was in the amount of \$49,990.50. A bid tabulation is included in the Committee packet.

STAFF RECOMMENDATION

Recommend acceptance of the bid from Curry, Inc., award the contract for \$49,990.50, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the bid from Curry, Inc., award the contract for \$49,990.50, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

FISCAL IMPACT

Funds for the Paradise Path Lighting Project: Conduit Installation portion would be expended from the Paradise Pathway System Improvements 350-165-770-58. Expenditure of \$49,990.50 plus an additional 10% allocated for possible change orders to fund contract with Curry, Inc. for the construction of this portion of the project.

PERSONNEL IMPACT

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

ATTACHMENTS

1. Paradise Pathway Lighting Project Conduit Installation Bid Tabulation
2. Paradise Pathway Lighting Project Conduit Installation ConstructionAgreement_with attachments

Paradise Pathway Lighting Project Conduit Installation
Bids Opened 7/29/2022

Item No.	Item Description	Qty.	Unit	Engineers Estimate		Bid From: Curry Construction	
				Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$2,000.00	\$2,000.00	\$0.00	\$0.00
2	Install 1 Inch Electrical Conduit	2600	LF	\$18.00	\$46,800.00	\$18.00	\$46,800.00
3	Install Conduit sweeps	17	EA	\$5.00	\$85.00	\$6.50	\$110.50
4	Install Junction Box	7	EA	\$155.00	\$1,085.00	\$440.00	\$3,080.00
				TOTAL	\$49,970.00	TOTAL	\$49,990.50

**CONSTRUCTION AGREEMENT
FOR PARADISE PATHWAY LIGHTING PROJECT CONDUIT INSTALLATION
BETWEEN CITY OF MOSCOW, IDAHO
AND CURRY INCORPORATED**

THIS CONSTRUCTION AGREEMENT FOR PARADISE PATHWAY LIGHTING PROJECT CONDUIT INSTALLATION BETWEEN CITY OF MOSCOW, IDAHO, AND CURRY INCORPORATED (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 Curry Inc., a general business corporation of the State of Idaho, 3101 Hatwai Road, Lewiston, Idaho 83501(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: Paradise Pathway Lighting Project Conduit installation, consisting of 12 pages;
2. Bid Proposal of CONTRACTOR, dated July 29, 2022, see Attachment 'B', consisting of 4 pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of 0 pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

"Paradise Pathway Lighting Project Conduit Installation"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on, or before, October 7, 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 Forty-Nine Thousand Nine Hundred Ninety Dollars and fifty cents (\$49,990.50), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Forty-Nine Thousand Nine Hundred Ninety Dollars and fifty cents (\$49,990.50), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

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

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:

Curry Incorporated
Dave Curry
3101 Hatwai Road
Lewiston, Idaho 83501

CITY:

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

ARTICLE 16. NON-APPROPRIATIONS

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

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

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

ARTICLE 18. EXECUTION

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

I, David J. Curry, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Curry Incorporated to this Agreement.

CONTRACTOR:

Curry Incorporated

CITY:

City of Moscow, Idaho

By: David J. Curry

Arthur D. Bettge, 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 David J. Curry, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Curry Incorporated.

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



COMMUNITY PLANNING & DESIGN ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

PARADISE PATHWAY LIGHTING PROJECT - 2021

CITY OF MOSCOW PROJECT NO. 124-020

CITY OF MOSCOW, IDAHO

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

Plans, Specifications and Proposal

For

PARADISE PATHWAY LIGHTING PROJECT - 2021

CITY OF MOSCOW PROJECT NO. 124-020

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

**Specifications & Bidding Conditions
PARADISE PATHWAY LIGHTING PROJECT - 2021
City of Moscow, Idaho**

SCOPE

These Specifications cover the work necessary to install an approximately two thousand six hundred (2600) feet of electrical conduit, seventeen (17) conduit sweeps, and seven (7) junction boxes along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho.

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

SPECIFICATIONS

All work to be in accordance with the City Standard Construction Specifications and Standard Construction Drawings.

1. MOBILIZATION

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

Measurement and Payment:

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

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

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

1. MOBILIZATIONL.S.

2. INSTALL 1 INCH ELECTRICAL CONDUIT

This work shall consist of, but not limited to, the installation of one (1) inch diameter conduit and all associated equipment and work as shown in the Contract Plans and in accordance with City of Moscow Standard Drawings, Idaho Standards for Public Works Construction, National Electrical Code, and these Specifications.

Materials shall consist of specified pipes, bends, bands, other approved fittings, specified rock backfill, and all connections needed to complete the work. Pipe material shall be HDPE or approved alternative. Type A backfill shall be used to fill any required excavation in lifts not to exceed eight (8) inches depth. Approved excavated material shall be laid and compacted to 95% of AASHTO T-99 maximum density. Conduit shall have a minimum cover of eighteen (18) inches. Directional boring pits shall be a minimum of two (2) feet from the edge of any pavement with active traffic, unless otherwise approved by the Engineer. Excessive use of water that might undermine the sidewalk or soften the subgrade will not be permitted.

Where directional boring is called for, pipe shall be installed using a surface-launched, steerable drilling tool. Drilling shall be accomplished using a high-pressure fluid jet tool-head. The drilling fluid shall be used to maintain the stability of the tunnel, reduce drag on the pipe, and provide backfill between the conduit and tunnel. A guidance system that measures the depth, lateral position, and roll shall be used to guide the tool-head when creating the pilot hole. Once the pilot hole is established, a reamer and swivel shall be used to install the conduit. Reaming diameter shall not exceed 1.5 times the diameter of the conduits being installed. Conduit that is being pulled into the boring shall be installed in such a manner that the conduit is not damaged during installation. The pullback force on the conduit shall be controlled to prevent damage to the conduit. A vacuum spoils extraction system shall be used to remove any excess spoils generated during the installation. Excess drilling fluid and spoils shall be disposed of. The method and location used for disposal of excess drilling fluid and spoils shall be subject to the Engineer's approval. Drilling fluid returns (caused by fracturing of formations) at locations other than the entry and exit points shall be minimized. Any drilling fluid that surfaces through fracturing shall be cleaned up immediately. Mobile spoils-removal equipment capable of quickly removing spoils from entry or exit pits and areas with returns caused by fracturing may be required as necessary during drilling operations.

Pulling tape is required inside of the conduit to allow for electrical wire to be pulled through during the light installation.

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

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

Measurement and Payment:

Measurement for INSTALL 1- ¼ INCH ELECTRICAL CONDUIT shall be by the linear foot as measured in the field, complete and including any excavation and specified backfill. All bends, bands, fittings, and connections will be considered incidental to the installation of pipe but measurement will be taken along the pipe centerline including bends and fittings. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for

2. INSTALL 1- ¼ INCH ELECTRICAL CONDUIT L.F.

3. INSTALL CONDUIT SWEEP

This work shall consist of, but not limited to, the installation of seventeen (17) one (1) inch conduit sweeps and all associated equipment and work as shown in the Contract Plans and in accordance with City of Moscow Standard Drawings, Idaho Standards for Public Works Construction, and these Specifications.

Conduit sweeps shall have a ninety (90) degree bend angle and provide a sufficient radius for pulling of electrical wire. Material of the sweep shall match pipe material or similar with necessary fittings to be used as required.

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

Measurement and Payment:

Measurement for INSTALL CONDUIT SWEEP shall be per each as measured in the field, complete. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

3. INSTALL CONDUIT SWEEP EA.

4. INSTALL JUNCTION BOX

This work shall consist of, but not limited to, the installation of seven (7) junction boxes and all associated equipment and work as shown in the Contract Plans and in accordance with City of Moscow Standard Drawings, Idaho Standards for Public Works Construction, and these Specifications.

Junction boxes shall be placed at approximately four hundred (400) foot maximum intervals along the entire length of conduit. Junction boxes shall be traffic rated, UL approved, constructed with an open bottom design, and have a bolt down lid marked “electrical”. Junction boxes shall be rectangular in shape and have a minimum outer dimension of eleven (11) inches wide, eighteen (18) inches long, and twelve (12) inches deep. Junction boxes shall be adjusted to final grade of surrounding surface by the contractor.

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

Measurement and Payment:

Measurement for INSTALL JUNCTION BOX shall be per each as measured in the field, complete. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

4. INSTALL JUNCTION BOXEA.

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 PARADISE PATHWAY LIGHTING PROJECT - 2021, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.
8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

10. The undersigned holds Idaho Public Work's License Number _____.

11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

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

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

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ _____	\$ _____
2.	Install 1 Inch Electrical Conduit	2600 LF	\$ _____	\$ _____
3.	Install Conduit Sweeps	17 EA	\$ _____	\$ _____
4.	Install Junction Box	7 EA	\$ _____	\$ _____
			Bid Total	\$ _____

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2022

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 7-29-22

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 PARADISE PATHWAY LIGHTING PROJECT - 2021, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.
8. The undersigned, as a bidder, acknowledges that Addenda Number N/A through N/A have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

10. The undersigned holds Idaho Public Work's License Number PWC-C-10376-CC-1-2
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:

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

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

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ <u>Ø</u>	\$ <u>Ø</u>
2.	Install 1 Inch Electrical Conduit	2600 LF	\$ <u>18.00</u>	\$ <u>46,800</u>
3.	Install Conduit Sweeps	17 EA	\$ <u>6.50</u>	\$ <u>110.50</u>
4.	Install Junction Box	7 EA	\$ <u>440.00</u>	\$ <u>3080.00</u>
			Bid Total	<u>\$ 49,990.50</u>

CURRY INCORPORATED

Firm Name of Bidder

[Signature]
Signature of Bidder

PRESIDENT

Official Title

P.O. BOX 397, LEWISTON, ID.

Bidders Mailing Address

PWC-C-10376-CC-1-2

Public Works License No.

IDAHO

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at LEWISTON, ID.

This 29TH day of JULY, 2022

COMMITTEE STAFF REPORT

DATE: Monday, August 8, 2022



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Palouse Groundwater Basin Water Alternatives Supply Contract Extension (ACTION ITEM) - Tyler Palmer

DESCRIPTION

STAFF RECOMMENDATION

Approve the contract extension with Alta Science and Engineering as presented.

PROPOSED ACTIONS

PROPOSED ACTION: Recommend approval of the contract extension with Alta Science and Engineering Inc. as presented; or provide staff with further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Second Amendment for Alternative Water Supply Project_Alta_Final

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE
WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO
AND ALTA SCIENCE AND ENGINEERING, INC.**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA SCIENCE AND ENGINEERING (hereinafter "Second Amendment"), is made and entered into 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 Alta Science and Engineering, 220 E 5th St #325, Moscow, Idaho, 83843 (hereinafter "CONSULTANT").

W I T N E S S E T H :

WHEREAS, CITY contracted with CONSULTANT for completion of consulting services for Palouse Groundwater Basin Alternative Water Supply Project (hereinafter "Project") on October 9, 2020, see Attachment "A" (hereinafter "Agreement"); and

WHEREAS, the Project Schedule in Agreement stated a final completion of Project on or before December 31, 2021; and

WHEREAS, Project has not been completed according to the Project Schedule; and

WHEREAS, the Agreement provides for modification upon written agreement signed by the Parties (Section XII) as well as allowing for an extension (Section VI); and

WHEREAS, the Parties executed an Amendment to the Agreement on May 12, 2022, providing for a final completion date of August 31, 2022, see Attachment "B" (hereinafter "Amendment"); and

WHEREAS, the Parties intend to modify the Agreement again through this Second Amendment to accommodate the public outreach phase of the project;

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

It has been determined that the public outreach costs of the Project are more than anticipated. CITY agrees to pay CONSULTANT additional monies not to exceed Fifty Thousand Dollars (\$50,000) to cover this expense. CONSULTANT shall be granted a time extension with the expectation that final completion of Project shall be on or before March 1, 2023. All other terms and conditions of the Agreement shall remain in full force and effect.

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

CONSULTANT

CITY

City of Moscow, Idaho

By: _____
Derek Forseth, CEO
Alta Science and Engineering, Inc.

By: _____
Arthur D. Bettge, 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 Derek Forseth, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for _____.

Notary Public for _____
Residing at _____
My commission expires: _____

Attachment A

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER
SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA
SCIENCE AND ENGINEERING, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA SCIENCE AND ENGINEERING (hereinafter "Agreement"), is made and entered into this 9th day of October, 2020, 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 Alta Science and Engineering, 220 E 5th St #325, Moscow, Idaho, 83843 (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, CITY intends to contract with CONSULTANT for completion of consulting services for Palouse Groundwater Basin Alternative Water Supply Project (hereinafter "Project"); and

WHEREAS, CITY intends to hire CONSULTANT for project management services to further refine the water supply alternatives identified in the *Palouse Groundwater Basin Water Supply Alternatives Analysis Report* and help position PBAC to provide a presentation to the Idaho Water Resource Board (IWRB) that meets the Board's expectations for Project;

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

SECTION I: THE PROJECT

CONSULTANT shall provide professional services for Project as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of consulting services.

SECTION II: QUALIFIED ESTIMATES OF COST

The estimates of cost for Project herein are to be prepared by CONSULTANT through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this Agreement shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by a similarly situated professional organization. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

2020-067

PROFESSIONAL SERVICES AGREEMENT – PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT
ALTA SCIENCE AND ENGINEERING, INC.

PAGE 1 OF 7

SECTION III: COMPENSATION

- A. CONSULTANT shall perform all work necessary to complete Project for an amount not to exceed one hundred forty-nine thousand nine hundred ninety-five dollars (\$149,995).
- B. Other Considerations Regarding Fees and Costs.

CONSULTANT shall provide monthly invoices for the work completed which shall be reviewed by CITY. The determination of percent of Project work completed shall be made by CITY.

SECTION IV: SCOPE OF WORK and CONSULTANT RESPONSIBILITIES

CONSULTANT shall complete the entire work on Project. Such work shall be conducted in a good and workmanlike manner which meets or exceeds industry standards.

CONSULTANT shall report progress no less than once every one (1) month to PBAC.

Project Management

Project administration and management, including regular coordination with PBAC on project updates, etc. The general scope of work includes:

- Facilitation of project meetings and other activities in order to refine and identify a viable alternative or set of alternatives for Idaho Department Water Resource (hereinafter "IDWR") funding consideration.
- Work closely with PBAC and other contracted consultants and help support related and ongoing research, including water supply alternatives data gap work.
- Identify interim steps for each alternative to break (scalable) the alternatives into smaller segments.
- Assimilate LEAP Analysis findings and ongoing SEG outreach. Provide updated information and ensure SEG stays current on water supply alternatives. Help address community interests and issues/concerns.
- Identify required tasks and milestones needed to reach Idaho Water Resource Board deliverables, which include:
 - Have an alternative selected or combination of alternatives (or specific action steps identified to do so)
 - Price tag
 - Demonstration that we have done work to gain community support
 - Identification of (other) funding resources and matching dollars
- Evaluate and determine unknown work/tasks and advise PBAC on other necessary actions/steps required to meet PBAC's goal.
- Monthly email progress reports available for review at regularly scheduled PBAC meetings.

Deliverables

- Regular communication and coordination with PBAC.

- A final summary report and presentation including conclusions and next steps will be provided to PBAC upon completion of this project and no later than December 2021. Project funding will be provided by PBAC. PBAC will function as the lead organization for the project, UI will act as contract administrator, and IDWR and Ecology will provide technical assistance, if necessary. Funding for this project is contingent upon continuing sponsoring entity fiscal year (July-June) funding allocations.
- CONTRACTOR will identify a project manager for this work who will reside locally or be available to travel to the Basin approximately once per quarter and present a progress report or oral presentation at a regular PBAC meeting. The project manager is expected to be available by phone or in-person at monthly PBAC progress meetings in order to provide regular updates.
- PBAC reserves the right to add additional tasks related to the pursuit and refinement of an Alternative Water Supply Project.

SECTION V: CITY RESPONSIBILITIES

CITY, at no extra charge to CONSULTANT, shall provide requested documents relevant to the Project, if available.

SECTION VI: PROJECT SCHEDULE

CONSULTANT shall achieve final completion of Project on or before December 31, 2021. In the event of unavoidable delays beyond CONSULTANT's control, CONSULTANT, upon concurrence by CITY, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by CITY. CITY shall be notified of such delays or potential delays within two (2) working days of CONSULTANT's knowledge of such delays.

SECTION VII: INDEPENDENT CONTRACTOR

The contracting Parties warrant by their signatures that no employer/employee relationship is established between CONSULTANT and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONSULTANT is an independent contractor and, as such, neither CONSULTANT nor any officer, employee, or agent of CONSULTANT, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION VIII: TERMINATION

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days written notice without cause and without further liability to CONSULTANT except as designated by this

section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, including direct expenses and including a percentage of the fixed fee based upon the work completed.

B. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the work completed.

SECTION IX: INSURANCE

A. CONSULTANT's Errors and Omissions Insurance.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services. Should CONSULTANT or any of CONSULTANT's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, CONSULTANT has obtained Errors and Omissions Insurance in the amount of Five Hundred Thousand Dollars (\$500,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of PROJECT. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to CONSULTANT.

B. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

SECTION X: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONSULTANTS or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of CONSULTANT or its 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.

SECTION XI: CONFLICT OF INTEREST

CONSULTANT 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 its services hereunder. CONSULTANT further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONSULTANT shall immediately disclose such conflict to the Project Manager (Palouse Basin Aquifer Committee).

SECTION XII: 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. CONSULTANT shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties under this Agreement, without the prior written consent and express authorization of CITY.

SECTION XIII: LICENSES AND ADHERENCE TO LAW REQUIRED

CONSULTANT represents that they possess the skill and experience necessary and all licenses required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the services hereunder, and such laws and regulations are hereby made part of this Agreement and shall be adhered to at all times. Violation of any of these Statutes or Regulations by CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT and its surety shall defend, hold harmless, and indemnify 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 CONSULTANT, CONSULTANT's officers, agents, employees, or its subcontractors.

SECTION XIV: NON-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, national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including internship. CONSULTANT agrees to post in conspicuous places, available to

employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

SECTION XV: 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 lawsuit.

SECTION XVI: JURISDICTION, VENUE AND NONWAIVER

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho. The venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County. 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 a right, or a waiver of any subsequent breach.

SECTION XVII: SPECIAL WARRANTY

CONSULTANT warrants that nothing of monetary value has been given, promised, or implied as remuneration of inducement to enter into this Agreement. CONSULTANT 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 CONSULTANT shall make this Agreement null and void. CONSULTANT 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 and workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

SECTION XVIII: COMMUNICATION

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:	Alta Science and Engineering, Inc	City:	City of Moscow
	Derek Forseth, CEO		Tyler Palmer, Deputy City Supervisor
	220 E. Fifth Street, Suite 325		206 East Third Street
	Moscow, Idaho 83843		P O Box 9203
			Moscow, Idaho 83843

SECTION XIX: NON-APPROPRIATION

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.

SECTION XX: 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 this Agreement will, nevertheless, remain in full force and effect.

SECTION XXI: EXECUTION

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

CONSULTANT

By: [Signature]
Derek Forseth, CEO
Alta Science and Engineering, Inc.

CITY

City of Moscow, Idaho

By: [Signature]
Bill Lambert, Mayor



[Signature]
Laurie M. Hopkins, City Clerk

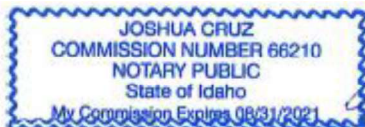
Approved As To Form:

[Signature]
Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF Idaho
County of Latah ss:

On this 13th day of October, 2020, before me, a Notary Public in and for said State, appeared Derek Forseth known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Alta Science and Engineering Inc



[Signature]
Notary Public for Idaho
Residing at 222 E Troy Rd Moscow ID 83843
My commission expires: 8/31/2021

Attachment B

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER
SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA
SCIENCE AND ENGINEERING, INC.**

THIS AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA SCIENCE AND ENGINEERING (hereinafter "Amendment"), is made and entered into this 12th day of May, 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 Alta Science and Engineering, 220 E 5th St #325, Moscow, Idaho, 83843 (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, CITY contracted with CONSULTANT for completion of consulting services for Palouse Groundwater Basin Alternative Water Supply Project (hereinafter "Project") on October 9, 2020, see Attachment "A" (hereinafter "Agreement"); and

WHEREAS, the Project Schedule in Agreement stated a final completion of Project on or before December 31, 2021; and

WHEREAS, Project has not been completed according to the Project Schedule; and

WHEREAS, the Agreement provides for modification upon written agreement signed by the Parties (Section XII) as well as allowing for an extension (Section VI); and

WHEREAS, the Parties intend to modify the Agreement through this Amendment;

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

CONSULTANT shall be granted an extension with the expectation that final completion of Project shall be on or before August 31, 2022. All other terms and conditions of the Agreement shall remain in full force and effect.

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

CONSULTANT

By: [Signature]
Derek Forseth, CEO
Alta Science and Engineering, Inc.

CITY

City of Moscow, Idaho

By: [Signature]
Arthur D. Bettge, Mayor



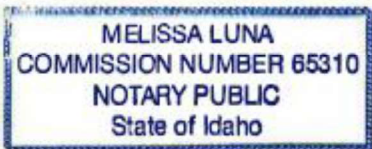
ATTEST
[Signature]
Laurie M. Hopkins, City Clerk

Approved As To Form:
[Signature]
Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF Idaho)
County of Latah) ss:

On this 11th day of May, 2022, before me, a Notary Public in and for said State, appeared Derek Forseth, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Alta Science and Engineering, Inc.



[Signature]
Notary Public for Idaho
Residing at 731 E 1st St, Moscow ID
My commission expires: 04/01/27

COMMITTEE STAFF REPORT

DATE: Monday, August 8, 2022



RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Amendment to Moscow City Code Title 11, Chapter 2-Bicycles, E-bikes, E-scooters, and E-boards, and Repeal of Title 11, Chapter 3-Bicycles (ACTION ITEM) - Cody Riddle / Mia Bautista

DESCRIPTION

Staff is proposing two changes to Title 11 of Moscow City Code. The first is to repeal Chapter 3 (Bicycles). This chapter established licensing requirements for all bicycles. It was intended to aid in the recovery of lost or stolen devices. These regulations have proven to be largely ineffective. It creates an administrative burden, with minimal public benefit. Between 2016 and 2021, of the 395 bicycles that were impounded, only seven were licensed. Repeal of this chapter will not result in a reduction of service as the Police Department will maintain a voluntary licensure program for interested residents. The Transportation Commission confirmed their support of this change in July of 2021. The intent was to repeal Chapter 3 in conjunction with the recently adopted standards for bicycles and all e-assist devices. That did not occur. The currently proposed amendment addresses this oversight.

The second change included in the amendment is a minor adjustment to Chapter 2 (Bicycles, E-Bikes, E-Scooters, and E-Boards). This chapter was recently adopted, primarily for the purpose of establishing standards for electric-assist devices, including those deployed as part of shared mobility programs. It includes language regarding the abandonment of devices and standards for enforcement. After further analysis, and discussion with the Police Department, it became evident a minor change to the definition of "abandonment" would ensure the ordinance supports efficient enforcement activities.

The attached amendment includes an updated definition clarifying what constitutes "abandonment", provisions for tagging, and the authority of enforcement officers to immediately impound devices in specific situations. The proposed language has been reviewed by Community Development, Police, and Legal Staff.

STAFF RECOMMENDATION

Recommend adoption of the proposed ordinance amending Title 11, Chapter 2 (Bicycles, E-Bikes, E-Scooters, and E-Boards) and repealing Title 11, Chapter 3 (Bicycles).

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend adoption of the proposed ordinance amending Title 11, Chapter 2 (Bicycles, E-Bikes, E-Scooters, and E-Boards) and repealing Title 11, Chapter 3 (Bicycles), or provide staff with further direction.

FISCAL IMPACT

None

PERSONNEL IMPACT

None

ATTACHMENTS

1. Ordinance 2022-Amending T11C2 Repealing T11C3_final

ORDINANCE NO. 2022 –

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR AN AMENDMENT TO CHAPTER 2 OF TITLE 11 – BICYCLES, E-BIKES, E-SCOOTERS, AND E-BOARDS; PROVIDING FOR A REVISED DEFINITION OF ABANDONMENT AND THE REPEAL OF CHAPTER 3 OF TITLE 11 – BICYCLES; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Moscow City Code Title 11, Chapters 2 and 3 cover the regulations of bicycles, specifically related to licensing and enforcement; and

WHEREAS, on February 7, 2022, Moscow City Council passed Ordinance 2022-04, amending Moscow City Code Title 11, Chapter 2, relating to walkways and bike paths adding regulations for electric power-assisted bicycles, scooters, and boards; and

WHEREAS, the licensing provisions of Title 11, Chapter 3 have been largely ineffective at recovering stolen bicycles; and

WHEREAS, of the 395 bicycles impounded between 2016 and 2021, only seven were licensed and;

WHEREAS, the City will continue to offer a voluntary licensure program for interested residents, and;

WHEREAS, Title 11, Chapter 2 includes the necessary provisions for the permitting and licensing of shared mobility devices, including all electric assist bicycles and scooters with the City and;

WHEREAS, as amended, Title 11, Chapter 2 includes the necessary provisions to fully enforce the ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO, AS FOLLOWS:

SECTION 1: All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Ordinance.

SECTION 2: That Moscow City Code Title 11, Chapter 2, Sec. 2-2 be amended as follows:

Sec. 2-2. Definitions

For the purposes of this chapter, the following terms, phrases, words, and derivations shall have the meaning given herein.

- A. *Abandonment*: A bicycle, E-bike, E-scooter, E-board, or any part thereof, that is left or remains unattended or unused in a public place for forty-eight (48) consecutive hours or longer after it is tagged with a notice of intention to abate. Any device left unattended on private property without owner consent, or on public property in a manner that presents safety or accessibility concerns, or that is left in an inoperable condition, may be impounded immediately, without issuance of a notice to abate.

...

SECTION 3: That Moscow City Code Title 11, Chapter 3 be repealed in its entirety.

Chapter 3 - Repealed

SECTION 4: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions which can be given effect without the invalid provision. The remaining Chapters and Sections of Title 11 shall be in full force and effect.

SECTION 5: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

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, this ____ day of _____, 2022.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2022.

Laurie M. Hopkins, City Clerk