

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
April 17, 2023**

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

PROCLAMATION

Earth Day

Arbor Day

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council April 3, 2023 Minutes - Laurie M. Hopkins

B. Disbursement Report March 2023 - Sarah Banks

Staff presented the March 2023 Accounts Payable Report to the Public Works / Finance Committee on April 10th, 2023. The Committee received the report and approved the disbursements as presented.

ACTION: Accept the Disbursements Report for the month of March 2023.

C. Second Quarter Financial Report January 1, 2023 to March 31, 2023 for FY2023 - Sarah Banks

Staff presented the second quarter financial report of Fiscal Year 2023 (January 1, 2023 to March 31, 2023) to the Public Works / Finance Committee on April 10th, 2023. The Committee received the financial report and approved it as presented.

ACTION: Accept the FY2023 Second Quarter Financial Report.

D. Recycling Services Agreement Between City of Moscow and University of Idaho - Tim Davis

The University of Idaho is committed to begin a single stream recycling program on campus with collection of recyclables performed in-house by Facilities staff. The City of Moscow implemented a single stream recycling program in 2016 for residential and multi-family customers. The City later made the single stream recycling program available to commercial customers in 2018. The City of Moscow has a long history of supporting recycling as a part of an overall sanitation strategy including owning the Moscow Recycling Center where all recyclables collected in Moscow are delivered and processed. The City of Moscow supports the University's commitment to begin a single stream recycling program on campus and is committed to accept, process and ultimately ship the University's single stream recycling materials to a Material Recovery Facility. This was reviewed by the Public Works/Finance Committee on April 10, 2023 and recommended for approval.

ACTION: Approve the Services Agreement between the City of Moscow, Idaho and University of Idaho for single stream recycling program as presented.

E. Asphalt Rubber Chip - 2023 Bid Results and Contract Award - Todd Drage

The Pavement Preservation Program for FY2023 includes Asphalt Rubber (AR) Chip Seal road treatments to address multiple locations throughout the City. The City published an advertisement for bids for the project on March 11, 2023. Bids were opened on Tuesday, March 28, 2023. One responsive bid was received from Doolittle Construction LLC of Snoqualmie Washington for the amount of \$433,962.33. This was reviewed by the Public Works/Finance Committee on April 10, 2023, and recommended for approval.

ACTION: Accept the low bid from Doolittle Construction, award the contract in the amount of \$433,962.33, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

F. Palouse Mall AC Water Main Replacement Bid Results and Contract Award - Nate Suhr

The Palouse Mall AC Water Main Replacement project consists of the removal and replacement of approximately 740 feet of 12-inch asbestos cement (AC) water main located behind the northeast corner of the Palouse Empire Mall. This project will also replace various drainage structures, water valves, and fire hydrants as needed. The replacement is necessary due to the brittle nature of AC pipe which is of high concern, especially when located near a production well where it will see daily pressure fluctuations due to well operation. This was reviewed by the Public Works/Finance Committee on Monday April 10, 2023 and recommended for approval.

ACTION: Accept the bid from M.L. Albright & Sons, Inc., award the contract in the amount of \$422,530.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

G. Artwalk Season Finale Alcohol Use Request in Entertainment District - Amanda Argona

The City of Moscow Arts Department is hosting the Artwalk Season Finale on Thursday, June 15th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2022-2023 Artwalk Season in an artistic and festive manner. As a City-hosted event, the Arts Department has facilitated the registration of Main Street vendors and demonstrators, as well as business and non-profit host locations. No more than 5 (five) beer/wine vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, Kidwalk, food sales, art demonstrations, and more. The event has been reviewed and approved as of March 1, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk 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 Council's consideration. This was reviewed by the Public Works/Finance Committee on April 10,

2023 and recommended for approval.

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of the Artwalk Season Finale for the duration of the event.

H. Moscow Renaissance Fair Alcohol Use Request in East City Park - Amanda Argona

Moscow Renaissance Fair LLC is hosting the annual Moscow Renaissance Fair on Saturday, May 6 and Sunday, May 7 in East City Park. The annual event is a community celebration of spring. Live music, artisans, kid-friendly activities, food vendors, and a beer garden are traditional aspects of this event. The applicant anticipates 1 (one) licensed beer and/or wine vendor in the beer garden, which is estimated to be 30'x20' in size. Following standard operating procedures for events with alcohol within a City Park, Moscow Renaissance Fair LLC is requesting the allowance of attendees to possess and consume alcoholic beverages within the 30'x20' beer garden from 12:00-7:30 pm on Sat., May 6 and 12:00-5:00 pm on Sun., May 7. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity. This was reviewed by the Public Works/Finance Committee on April 10, 2023 and recommended for approval.

ACTION: Approve the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Moscow Renaissance Fair for the listed dates and times during the event.

REGULAR AGENDA

2. Staff Recognition

3. Mayors Appointments (ACTION ITEM)

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

5. Mayor's Earth Day Awards

6. Appeal of Conditional Use Permit at 2518 Itani Drive (ACTION ITEM) - Aimee Hennrich

On January 6, 2023, John and Candis Write applied for a Conditional Use Permit (CUP) to allow a Bed and Breakfast Inn, utilizing two of the four existing bedrooms in the single family home at 2518 Itani Drive. The Board of Adjustment conducted a public hearing for the proposed CUP on February 7, 2023, and subsequently voted to approve the CUP application with the condition that the applicant provide six (6) off-street parking spaces on the property. Under current City standards, a single-family home would require two (2) off-street parking spaces and a two (2) bedroom Bed and Breakfast would require one (1) additional parking space for a total of three (3) off-street parking spaces. On February 23, 2023, the Community Development Department received an appeal from John and Candis Write, stating that they wish to appeal the Board of Adjustment's decision to City Council in order to eliminate the condition of approval.

PROPOSED ACTIONS:

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

7. Public Hearing: Idaho Community Development Block Grant - Status of Grant Funded Project Activities for Fire Truck Acquisition (ACTION ITEM) - Alisa Anderson

In April of 2022, the City of Moscow received an Idaho Community Development Block Grant (ICDBG) in the amount of Three Hundred Thirty-Five Thousand Dollars (\$335,000) from the Idaho Department of Commerce. This funding is allocated to the State of Idaho from the U.S. Department of Housing and Urban Development. The funds are currently being used to purchase a new Pumper Fire Engine for the Moscow Volunteer Fire Department. The hearing will include a review of project activities and accomplishments to date, a summary of all expenditures to date, a general description of remaining work and any changes made to the scope of work, budget, schedule, location or beneficiaries. Verbal and written questions and comments will be accepted at the public hearing.

PROPOSED ACTIONS: Conduct a public hearing regarding project activities and accomplishments to date, a summary of all expenditures to date, a general description of remaining work and any changes made to the scope of work, budget, schedule, location or beneficiaries. Accept verbal and written comments and questions at the public hearing.

REPORTS

City Council

Mayor

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adacoordinator@ci.moscow.id.us at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

EARTH DAY PROCLAMATION

- WHEREAS,** April 22nd marks the 53rd anniversary of Earth Day, a day to remember our connection to the environment, our reliance on the environment, and the need for environmental stewardship and activism; and
- WHEREAS,** all people, regardless of race, gender, income, or geography, have the right to a healthy and sustainable environment; and
- WHEREAS,** the people of Earth face many environmental challenges including climate change, loss of biodiversity, pollution, deforestation and food and water insecurity to name a few; and
- WHEREAS,** the Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report recently highlighted the urgent need for immediate action to address the growing threat of climate change; and
- WHEREAS,** there are multiple, feasible and effective options to reduce greenhouse gas emissions and adapt to human-caused climate change; and
- WHEREAS,** the City of Moscow recognizes the importance of taking action on climate change and has developed a Climate Action Plan to take positive steps in addressing and preparing for climate challenges; and
- WHEREAS,** EARTH DAY is recognized as the planet's largest civic event; and
- WHEREAS,** it serves as an annual reminder of the continual need for environmental stewardship, awareness, and commitment to sustainability; and
- WHEREAS,** it is vital to come together and cooperate on how to achieve and defend environmental stewardship.

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, do hereby proclaim April 22, 2023 as

Earth Day

in the City of Moscow, a special day to remember our Earth; a day dedicated to increasing environmental awareness and to encourage action to preserve a healthy and sustainable environment and our community's quality of life into the future.



DATED this 17th day of April, 2023.

Arthur D. Bettge, Mayor

ARBOR DAY PROCLAMATION

- WHEREAS,** in 1872, Julius Sterling Morton, who would become Secretary of Agriculture under President Grover Cleveland, proposed to the Nebraska Board of Agriculture that a special day be set aside for planting trees; and
- WHEREAS,** the resulting holiday, Arbor Day, was first observed in that State with the planting of more than one million trees; and
- WHEREAS,** Arbor Day is now recognized throughout the nation and the world, reminding us that one person's initiative can make a lasting and meaningful difference; and
- WHEREAS,** the City of Moscow and Moscow Tree Commission are committed to a community forestry program that supports a safe, healthy, and attractive urban forest; and
- WHEREAS,** trees are renewable resources that yield fruit and nuts for food and profit, wood for construction, fuel for warmth, paper products, and a wide variety of other goods and materials; and
- WHEREAS,** when properly selected, planted in the right places, and tended appropriately, trees increase property values, add beauty, enhance the economic vitality of business districts, cut heating and cooling costs, and provide buffers from traffic; and
- WHEREAS,** trees intercept stormwater, reduce runoff and erosion, clean air and water, produce oxygen, slow climate change by absorbing carbon dioxide, provide habitat for wildlife, and moderate air temperature; and
- WHEREAS,** a healthy urban forest can bring a sense of vibrancy or respite, adventure or calm, escape or contentment, and connection to wild nature, amidst asphalt and concrete; and
- WHEREAS,** Arbor Day reminds us of the timeless observation by its founder, J. Sterling Morton, that "Each generation takes the earth as trustees;" and
- WHEREAS,** to celebrate Arbor Day in Moscow, the City of Moscow and the Moscow Tree Commission will plant two Persian ironwood trees at the Moscow Public Library with children from the Moscow Public Library Storytime group focusing on "We Speak for Trees" based on The Lorax, a book written by Dr. Seuss, on Friday, April 28, 2023, from 11:00 a.m. to 12:00 p.m.

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, do hereby proclaim April 28, 2023, as

Arbor Day

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



DATED this 17th day of April 2023.

Arthur D. Bettge, Mayor

Moscow City Council



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

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208.883.7015

**Monday
April 3, 2023**

7:00 PM

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

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

PRESENT: Mayor Art Bettge, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker, Gina Taruscio
STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Brian Nickerson, David Schott, Aimee Hennrich,
Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Former Captain Len Crosby, Purple Heart City representative led the Pledge of Allegiance.

PROCLAMATION

Purple Heart City

Mayor Bettge read the proclamation. Len Crosby, former Army Ranger and Captain, presented the Mayor with a Purple Heart City sign to display in the City. He said the Purple Heart is America's oldest military declaration which was designed and instituted by General Washington in the revolutionary war. He provided additional background on the award. More than 1.8 million American citizens have been awarded purple hearts, and more than 3800 Idaho veterans have been awarded. He greatly appreciates the actions of Moscow in the support of veterans and their families. Major Dale Wilson accompanied Crosby.

Fair Housing Month

Mayor Bettge read the Fair Housing Month proclamation. Casey Holcomb-Hawkes accepted the proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council March 20, 2023 Minutes - Laurie M. Hopkins

B. Consideration of Custodial Services For Certain City Buildings - David Schott

The City published an invitation to bid for custodial services for certain City buildings on February 11, 2023 and February 18, 2023. Bid opening occurred on March 3, 2023 for Module #1 (Police Station) and Module #3 (Hamilton Indoor Recreation Center (HIRC) and Eggan Youth Center) for custodial services beginning May 1, 2023 and continuing through September 30, 2025. The City received three bids for each module. GG Gutter, Inc. dba, Creative Cleaning Connections was the low bidder for Module #1 and Module #3 in the amount of \$72,626.59 and \$107,637.94, respectively. This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

ACTION: Accept the low bid from GG Gutter, Inc. dba, Creative Cleaning Connections for Module #1 (Police Station) and Module #3 (HIRC and Eggan Youth Center) for custodial services beginning May 1, 2023 and continuing through September 30, 2025 in the amount of \$180,264.53.

C. Approval of Resolution for Moscow Police Department Parking Enforcement Specialists and Code Enforcement Officers to perform the function of removal of Abandoned or Junk Vehicles - Anthony Dahlinger

Idaho Code Title 49, Chapter 18 governs the towing and storage of motor vehicles. Pursuant to Idaho Code § 49-1804, “authorized officers” are permitted to have an abandoned vehicle removed from a highway or from public or private property to a garage or nearest place of safety. Idaho Code § 49-102 (19) defines an “authorized officer” as “...any regularly employed and salaried city peace officer or other city employee designated to perform the function of removing abandoned vehicles or junk vehicles by the city council...” Moscow Police Department’s Parking Specialists and Code Enforcement Officers, who are not POST-certified law enforcement officers and therefore not considered peace officers, currently have job duties which include the enforcement of parking regulations through the City of Moscow. Both Parking Enforcement Specialists and Code Enforcement Officers currently assist with tagging of abandoned and junk vehicles, but are not currently authorized to perform the function of removing abandoned vehicles or junk vehicles. Pursuant to Idaho Code 49-102(19), the Moscow Police Department is requesting City Council to designate MPD’s Parking Enforcement Specialists and Code Enforcement Officers to have the authority to complete the abandoned and junk vehicle process by performing the function of removing abandoned or junk vehicles from a highway or from public or private property to a garage or nearest place of safety. This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

ACTION: Approve the Resolution for the Moscow Police Department’s Parking Enforcement Specialists and Code Enforcement Officers to perform the function of removal of abandoned or junk vehicles.

D. Transportation Alternatives Program North and South Mountain View Pedestrian Improvements State/Local Agreement - Nate Suhr / Alisa Anderson

In 2022, as a result of the increased federal funding due to COVID, the City of Moscow was asked to submit two (2) applications for Transportation Alternatives Program (TAP) funding rather than the typical requirement of one project per municipality per year. The Mountain View Road corridor was selected as a prime candidate for TAP funding, which prioritizes, as the name suggests, non-vehicular modes of transportation. After identifying the corridor, further investigation led to the selection of the areas from 'F' Street to Slonaker Drive in the north and from Joseph Street to the Paradise Creek Bridge in the south. The current scope of the northern project includes the installation of approximately 1,600 LF of curb, gutter, green strip, and sidewalk on the west side of Mountain View Road from 'F' Street to Slonaker Drive. The proposed improvements would close the second-largest gap in the Mountain View pedestrian corridor, creating an additional north-south pathway for non-motorized road users. The current scope of the southern project includes the installation of approximately 900 feet of curb, gutter and sidewalk on both sides of Mountain View Road, the installation of a pedestrian warning beacon where Paradise Path meets Mountain View Road and 900 feet of sidewalk along the Latah Fairgrounds access road. This corridor will connect to the south end of the Mountain View road project that was completed in Fall of 2022 and will close a gap in the pedestrian infrastructure between Joseph Street and White Avenue. These improvements will result in a continuous sidewalk corridor from Slonaker Drive to White Avenue. This item was reviewed by the Administrative Committee on March 27, 2023, and recommended for approval.

ACTION: Approval to execute State/Local Agreement (Design and Construction) Project No. A023(902) and A023(903) Key 23902 and 23903 North Mountain View Pedestrian Improvements and South Pedestrian Improvements and the corresponding Resolution.

E. Proposed Lot Line Adjustment between Lots 1 and 2, Block 1 of Woodbury 1st Addition and 1309 Slonaker Drive (ACTION ITEM) - Aimee Hennrich

The applicants, Mark Wintz and Joe May, are requesting a lot line adjustment between three properties described as Lot 1 and Lot 2, Block 1 of Woodbury 1st Addition and 1309 Slonaker Drive. The proposed lot line adjustment would reduce Lot 1, Block 1 from 13,893 sf to 13,486 sf and reduce Lot 2, Block 1 from 14,049 sf to 13,407 sf. The lot addressed as 1309 Slonaker Drive would increase from 44,651 sf to 45,700 sf. The applicants are requesting the lot line adjustment in order to accommodate the existing landscaping at 1309 Slonaker Drive. The two lots within Woodbury 1st Addition are vacant land and are located in the Moderate Density Residential Zoning District (R-2). Within the R-2 Zoning District, lots are required to be 7,000 sf and have a minimum lot width of 60 feet. 1309 Slonaker contains a single-family home as well as a detached garage and is located within the Low Density, Single-Family Residential Zoning District (R-1). Within the R-1 Zoning District, lots with single-family dwellings require a minimum area of 9,600 sf and a minimum lot width of 80 feet. All three proposed lots meet the requirements of their respective zoning designations. The Administrative Committee reviewed and recommended approval of this lot line adjustment to City Council on March 24, 2023.

ACTION: Approve the lot line adjustment request with no conditions.

F. Pullman Highway Transmission Line Project - Bid Results & Contract Award - Bob Buvel

This project's scope includes construction of approximately 3079 linear ft of 24" C900-16 water main, 292 additional linear ft of various size C900 water main, as well as surface restoration of parking lots, highway, street, sidewalks, and green strips. Construction of water main includes new hydrants, associated fittings/valves, thrust restraint, and connection to existing water mains. The City advertised for bids on February 25, 2023 & March 4, 2023, and the Engineer's Estimate for construction was \$1,115,390.00. Bids were opened on March 14, 2023, at which four (4) bids were received. The bids ranged from \$1,519,761.00 to \$2,333,027.50. Of those bids, the lowest responsive bid received was submitted by DEBCO Construction of Orofino, ID with a bid of \$1,519,761.00. A bid tabulation is included in the packet. This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

ACTION: Accept the bid from DEBCO Construction, award the contract in the amount of \$1,519,761.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

G. Memorandum of Understanding with the Moscow Rural Fire Department - Brian Nickerson / Bill Belknap

The City of Moscow provides a variety of services for the Moscow Rural Fire District under a Memorandum of Understanding (MOU) between the two entities. The City and Rural Fire District Commissioners recently conducted a review of the MOU and developed a new agreement that reflects the current services and cooperative activities. The Moscow Rural Fire District Commissioners approved the new MOU at their meeting on March 21, 2023 and the updated agreement is now being presented to the Council for consideration of approval. This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

ACTION: Approve the updated MOU between the City of Moscow and the Moscow Rural Fire District.

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

REGULAR AGENDA

2. Staff Recognition

None offered.

3. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration the appointment of Ducati Schiff to the Human Rights Commission. Kelly moved and Taruscio seconded approval of the appointment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Schiff said she is originally from Wisconsin and will take the LSAT in June. She provided additional background experience in advocating for human rights and is excited to take a more active role in Moscow both on and off campus and in the community.

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

None offered.

5. Citizen Commission Report - Fair and Affordable Housing Commission – Aimee Hennrich / Casey Holcomb-Hawkes

Hennrich introduced Casey Holcomb-Hawkes, current chair for the Fair and Affordable Housing Commission. Holcomb-Hawkes described the mission of the Commission and the members. This year, the Commission prepared and conducted a sample survey to gauge community perception of Fair Housing issues; held the annual Fair Housing Training where over 35 attendees joined the Zoom training; and tabled at the Farmers Market where a tenant rights and responsibilities brochure handed out. The Commission will continue to look at ways to promote Fair and Affordable Housing and make recommendations to Council when appropriate. In response to Parker's question regarding larger community issues, Holcomb-Hawkes said the bigger issues are cost of rent and reference letters for purchase of a home. New commission members will be bringing more issues. Lewis said she is interested in how short-term rentals effect on housing inventory and affordable housing. Holcomb-Hawkes said the commission hasn't yet discussed short term housing. Eija Sumner, Chamber of Commerce, said there were discussions regarding ADU's during the legislative session and whether an HOA can regulate them but doesn't know the outcome.

6. 1912 Center Annual Report - David Schott / Jenny Kostroff

Schott introduced Jenny Kostroff, Executive Director of Heart of the Arts. The Heart of the Arts includes a board of 10 members, an executive director and 12 staff members. The contract with the City renews in September 2031. This year saw the completion of the second floor. The Book Room is open to the public. The historic classroom has the Pen and Primer project where students learn what it was to live in 1913. The Dragon Game Room was also completed. A new community art program on the third Monday of every month was introduced. The winter market saw its 18th year. Next year will see a kid's classroom during the winter market. Plaza concerts are under discussion as many smaller groups in Moscow are now having music as part of what they do.

7. Moscow Volunteer Fire Dept Annual Report – Brian Nickerson

Last year was the largest incident year with a total of 2776 of which 75.5% of the calls were rescue and emergency medical service. Graphs showing incidents by month, day of week and time of day was illustrated. Inspections include semi-annual fraternity/sorority's, businesses, and multi-family buildings and 295 inspections were completed this past year. The new engine 20 is anticipated to be delivered in August or September. The Department is still trying to recruit/retain community volunteers and there are still challenges with paramedic coverage. There will be many events in the next six months including

graduation from the fire academy and the 75th anniversary of the student resident fire program. Moscow is growing and in relation, there is a desire to increase sleeping capacity for residents and forecasting for the probability of an additional station. Out of 19 applications, 11 students joined the Department. There are 24 beds for residents and 74-75 volunteers.

REPORTS

City Council

Historic Preservation Commission – Taruscio said the Commission is working on Orchid awards and a tour of Ridenbaugh Hall.

Planning and Zoning Commission – Taruscio said they have a lot of outside reading and discussed buffer yards.

Sustainable Environment Commission – Laflin said they reviewed the Mayor's Earth Day awards and are encouraging the planting of seeds to attract bees.

Palouse Basin Aquifer Committee – Kelly said the Committee is taking applications for executive director.

1912 Development Committee – Kelly said Jenny Kostroff touched on all items.

SMART Transit – Lewis said they launched a new website and hoping to get live tracking soon.

1912 Center Use Committee – Lewis said Jenny touched on all items.

Parks and Recreation Commission – Davis youth sports are coming up and need volunteers; discussed aquatic positions and sponsorships for items such as funbrellas.

Council Members spoke on other events and meetings, including the National League of Cities conference.

Mayor

Mayor Bettge reported he attended the NLC conference and the USDA has monies for workforce housing and urban forestry and tree planting. He had meetings with Idaho senators and representatives and discussed funding for the airport. The Airport Board is lobbying for intra-aviation within the state. The Idaho Legislature session should be complete on the 6th.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:42 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 17, 2023



AGENDA ITEM TITLE

Disbursement Report March 2023 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending March 31st, 2023. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$2,855,608.03.

Payroll	\$1,200,461.00
Professional Services	\$77,991.00
Sanitation	\$331,749.00
Capital Outlay	\$23,974.00
Capital Outlay - Improvement	\$620,202.00
Supplies	\$200,895.00
Utilities	\$81,347.00
Contractual Payments	\$185,204.00
ACH Wells Fargo	\$38,776.00
Total	\$2,760,599.00

REVIEWED BY

The Public Works/Finance Committee received the report and approved the disbursements as presented.

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of March 2023.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of March 2023.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. March Revenue Report 2023
2. Disbursement Report March 2023
3. Cash & Investments Balances March 2023
4. Major Expenditures March 2023

RECEIPTS REPORT FOR MARCH 2023

	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	37,459.24	126,009.94	69,876.27	0.00	141,610.04	17,976.30	179,669.07	12,227.48	500.00	5,485.88	590,814.22
105	STREETS	4,884.12	0.00	0.00	0.00	24,722.88	0.00	0.00	0.00	0.00	0.00	29,607.00
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	35,404.32	0.00	0.00	-144.96	489.57	0.00	35,748.93
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	9,251.10	0.00	0.00	0.00	0.00	0.00	0.00	9,251.10
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	1,582.24	0.00	0.00	0.00	0.00	0.00	1,582.24
220	WATER	0.00	0.00	0.00	0.00	484,494.01	0.00	1,084.18	86.61	0.00	0.00	485,664.80
230	SEWER	0.00	0.00	0.00	0.00	665,587.73	0.00	5,575.33	110.05	0.00	0.00	671,273.11
235	STORMWATER	0.00	0.00	0.00	0.00	48,380.26	0.00	0.00	1,123.94	0.00	0.00	49,504.20
240	SANITATION	0.00	0.00	0.00	0.00	503,726.39	0.00	0.00	0.00	0.00	0.00	503,726.39
290	FLEET	0.00	0.00	0.00	0.00	79,719.31	0.00	0.00	86.08	0.00	0.00	79,805.39
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,503.00	0.00	0.00	0.00	0.00	0.00	139,503.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	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	22,110.98	0.00	0.00	0.00	22,110.98
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	2,442.37	0.00	0.00	0.00	2,442.37
590	BOND & INTEREST	5,668.87	0.00	0.00	0.00	0.00	0.00	1,703.36	0.00	0.00	0.00	7,372.23
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	48,012.23	126,009.94	69,876.27	9,251.10	2,124,730.18	17,976.30	212,585.29	13,489.20	989.57	5,485.88	2,628,405.96

DISBURSEMENTS REPORT FOR MARCH 2023												
		ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE	FUND NAME	3/2/2023	3/9/2023	3/16/2023	3/23/2023	3/30/2023	3/13/2023 3/27/2023	3/16/2023	3/27/2023	3/10/2023	3/24/2023	
BATCH #		AP 3.3.2023	AP 3.10.2023	AP 3.17.2023	AP 3.24.2023	AP 3.31.2023	AP 3.10.2023 AP 3.24.2023	AP 3.17.2023	AP 3.27.2023	ID66	ID67	
CHECK #'s		104659-104711	104712-104762	104763-104827	104828-104902	104903-104954	March's CC ACH's	March's ACH's	104871	21570	21571	
Fund #												
101	GENERAL	81,943.55	20,497.52	7,055.69	15,149.93	10,034.57	11,093.15			346,799.43	354,445.51	847,019.35
105	STREETS	23,505.52	21,025.77	10,147.04	3,092.01	456.76	636.87			33,291.96	31,191.60	123,347.53
120	RECREATION AND CULTURE	20,668.64	11,639.87	4,902.17	14,553.68	13,579.99	5,986.25		(700.00)	58,943.56	60,098.39	189,672.55
121	MSD COMM. PLAY FIELDS	421.68	80.55			135.77	743.56			1,906.91	2,570.52	5,858.99
123	1912 CENTER	1,089.66			10,750.00							11,839.66
128	TRANSIT CENTER	1,089.66	301.57	76.56								1,467.79
220	WATER	25,686.50	32,289.90	5,513.98	3,768.99	291.24	6,551.08			48,570.49	51,202.34	173,874.52
230	SEWER	23,008.85	30,535.23	15,243.92	14,806.63	1,536.66	2,037.70	19,083.27		48,446.95	50,531.64	205,230.85
235	STORMWATER	11,082.14	861.38	442.96	89.50	390.74	(358.19)			15,172.26	14,057.34	41,738.13
240	SANITATION	1,407.62	93,942.04	1,165.87		234.22	42.27	218,723.99		7,653.51	7,849.88	331,019.40
290	FLEET	38,342.02	2,655.63	10,663.15	47,586.50	3,945.76	415.10			12,775.05	12,989.36	129,372.57
295	INFORMATION SYSTEMS	82,687.18	260.37	1,523.90	291.14	10,019.25	11,627.99			20,532.60	21,431.29	148,373.72
320	WATER CAPITAL PROJECTS	14,300.00		362,181.08	2,980.14	47,806.96						427,268.18
330	SEWER CAPITAL PROJECTS	2,657.94										2,657.94
335	STORMWATER CAPITAL PROJECTS											0.00
340	SANITATION CAPITAL PROJ											0.00
350	CAPITAL PROJECTS		1,839.06	28,348.89	154,435.11	30,949.27						215,572.33
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
941	PAYROLL CLEARING FUND					1,294.52						1,294.52
	TOTAL	327,890.96	215,928.89	447,265.21	267,503.63	120,675.71	38,775.78	237,807.26	(700.00)	594,092.72	606,367.87	2,855,608.03

Julia Parker

Sandra Kelly

Drew Davis

Sarah L. Banks, Finance Director

City of Moscow Cash and Investments Balances as of 3/31/2023		
Fund	Year to Date Balance	
General Fund	\$	10,752,175.50
Street Fund	\$	2,043,518.90
Culture & Recreation	\$	1,484,302.48
MSDCPF	\$	179,285.90
1912 Fund	\$	53,655.08
Transit Center	\$	51,111.59
Water Fund	\$	3,357,734.45
Sewer / WRRF	\$	4,272,540.26
Stormwater	\$	173,320.19
Sanitation Fund	\$	3,651,167.59
Fleet Fund	\$	6,123,434.34
Information Systems	\$	4,960,172.53
Water Capital	\$	5,170,029.69
Sewer Capital	\$	17,584,042.71
Stormwater Capital	\$	610,001.03
Capital Projects	\$	7,907,903.29
Sanitation Capital	\$	6,940,435.03
LID construction	\$	13,530.75
Hamilton	\$	784,102.61
Bond & Interest	\$	985,994.85
LID Funds	\$	35,611.11
Payroll Service	\$	1,128,925.05
Total Cash & Investments	\$	78,262,994.93

[illegible]

Total: \$ 812,644.65

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 17, 2023



AGENDA ITEM TITLE

Second Quarter Financial Report January 1, 2023 to March 31, 2023 for FY2023 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Staff presented the second quarter financial report for Fiscal Year 2023 (January 1, 2023 to March 31, 2023) to the Public Works/Finance Committee on April 10th, 2023.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on April 10th, 2023 and recommended for approval.

PROPOSED ACTIONS

ACTION: Accept the FY2023 Second Quarter Financial Report.

STAFF RECOMMENDATION

Accept the Second Quarter Financial Report for Fiscal Year 2023 (January 1, 2023 to March 31, 2023).

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Quarterly Financials March 2023 - Council
2. Quarterly Financials March 2022 - Summary

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending 9/30/2023
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

				Percent of Year 50%
				Budget to Actual
				To Date
	Fund	Original Budget	Final Budget	March-23 YTD
101	General Fund Revenues	20,275,998	20,275,998	12,745,617
	Salaries & Benefits	10,382,724	10,382,724	4,323,853
	Operations	4,688,383	4,688,383	2,044,590
	Capital Outlay	23,865	23,865	20,503
	Transfers	5,181,026	5,181,026	2,810,444
	Total General Fund Expenditures	20,275,998	20,275,998	9,199,390
105	Street Department Revenues	4,236,497	4,236,497	1,477,708
	Salaries & Benefits	939,406	939,406	407,903
	Operations	1,398,391	1,398,391	565,541
	Capital Outlay	0	0	0
	Transfers	1,898,700	1,898,700	1,050,606
	Total Street Fund Expenditures	4,236,497	4,236,497	2,024,050
120	Recreation & Culture Revenues	3,751,662	3,751,662	1,579,802
	Salaries & Benefits	2,234,848	2,234,848	728,120
	Operations	1,338,864	1,338,864	446,710
	Capital Outlay	28,250	28,250	18,886
	Debt Service	0	0	0
	Transfers	149,700	149,700	149,700
	Total Parks & Rec Expenditures	3,751,662	3,751,662	1,343,416
121	MSD Community Playfields Revenues	304,676	304,676	76,435
	Salaries & Benefits	68,392	68,392	21,474
	Operations	117,469	117,469	14,770
	Transfers	118,815	118,815	63,423
	Total MSD Community Playfields	304,676	304,676	99,667
123	1912 Center Revenues	159,420	159,420	79,710
	Operations	139,500	139,500	66,679
	Capital Outlay	19,920	19,920	0
	Total 1912 Center Expenditures	159,420	159,420	66,679
128	Transit Center Revenues	98,865	98,865	30,126
	Operations	23,865	23,865	10,256
	Transfers	75,000	75,000	75,000
	Total Transit Center Fund	98,865	98,865	85,256
220	Water Fund Revenues	7,814,094	7,814,094	3,228,656
	Salaries & Benefits	1,522,055	1,522,055	565,721
	Operations	2,861,553	2,861,553	650,769
	Capital Outlay	130,000	130,000	180,410
	Debt Service	268,222	268,222	99,004
	Transfers	3,032,264	3,032,264	1,570,640
	Total Water Fund Expenditures	7,814,094	7,814,094	3,066,544

230	Sewer Fund Revenues	9,048,413	9,048,413	4,496,670	49.70%
	Salaries & Benefits	1,525,705	1,525,705	615,122	40.32%
	Operations	2,505,302	2,505,302	730,236	29.15%
	Capital Outlay	168,000	168,000	53,075	31.59%
	Debt Service	1,100,981	1,100,981	695,982	63.21%
	Transfers	3,748,425	3,748,425	1,899,231	50.67%
	Total Sewer Fund Expenditures	9,048,413	9,048,413	3,993,645	44.14%
235	Stormwater Fund Revenues	1,376,719	1,376,719	583,414	42.38%
	Salaries & Benefits	525,731	525,731	169,171	32.18%
	Operations	357,959	357,959	63,189	17.65%
	Capital Outlay	25,000	25,000	458	1.83%
	Debt Service	0	0	0	0.00%
	Transfers	468,029	468,029	276,521	59.08%
	Total Sewer Fund Expenditures	1,376,719	1,376,719	509,340	37.00%
240	Sanitation Fund Revenues	6,537,987	6,537,987	3,339,683	51.08%
	Salaries & Benefits	209,905	209,905	92,026	43.84%
	Operations	5,279,987	5,279,987	2,151,157	40.74%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,048,095	1,048,095	524,055	50.00%
	Total Sanitation Fund	6,537,987	6,537,987	2,767,238	42.33%
290	Fleet Management Revenues	5,168,274	5,168,274	1,574,697	30.47%
	Salaries & Benefits	351,556	351,556	154,496	43.95%
	Operations	3,635,718	3,635,718	307,737	8.46%
	Capital Outlay	1,181,000	1,181,000	265,423	22.47%
	Debt Service	0	0	0	0.00%
	Transfers	0	0	0	0.00%
	Total Fleet Management Expenditures	5,168,274	5,168,274	727,656	14.08%
295	Information Systems	5,584,613	5,584,613	913,894	16.36%
	Salaries & Benefits	623,469	623,469	261,661	41.97%
	Operations	2,445,910	2,445,910	474,726	19.41%
	Capital Outlay	2,511,234	2,511,234	198,627	7.91%
	Transfers	4,000	4,000	4,000	100.00%
	Total Information Systems Expenditures	5,584,613	5,584,613	939,014	16.81%
Revenue for Miscellaneous Funds					
320	Water Construction Fund	10,610,214	10,610,214	1,641,584	15.47%
330	Sewer Construction Fund	17,691,255	17,691,255	1,109,600	6.27%
335	Stormwater Capital Fund	598,429	598,429	462,019	77.21%
340	Sanitation Constructon Fund	7,198,083	7,198,083	65,949	0.92%
350	Capital Projects Fund	7,592,559	7,592,559	1,688,838	22.24%
355	LID Construction Fund	26,975	26,975	186	0.69%
380	Hamilton P & R	32,000	32,000	9,994	31.23%
590	Bond & Interest Debt Service Fund	1,046,920	1,046,920	618,443	59.07%
595	LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
	Total Miscellaneous Fund Revenue	44,832,046	44,832,046	5,596,613	12.48%
Expenses for Miscellaneous Funds					
320	Water Construction Fund	10,610,214	10,610,214	1,816,029	17.12%
330	Sewer Construction Fund	17,691,255	17,691,255	15,800	0.09%
335	Stormwater Capital Fund	598,429	598,429	0	0.00%
340	Sanitation Constructon Fund	7,198,083	7,198,083	0	0.00%
350	Capital Projects Fund	7,592,559	7,592,559	1,280,894	16.87%
355	LID Construction Fund	26,975	26,975	13,493	50.02%
380	Hamilton P & R	32,000	32,000	16,004	50.01%
590	Bond & Interest Debt Service Fund	1,046,920	1,046,920	126,200	12.05%
595	LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
	Total Miscellaneous Fund Expenses	44,832,046	44,832,046	3,268,420	7.29%
	Total City Revenue (1)	109,189,264	109,189,264	35,723,023	32.72%
	Total City Expenses	109,189,264	109,189,264	28,090,315	25.73%

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

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

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending 9/30/2023

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Original Budget	Final Budget	March-23 YTD	Percent of Year 50% Budget to Actual To Date
General Fund				
Revenues	20,275,998	20,275,998	12,745,617	62.86%
Salaries & Benefits	10,382,724	10,382,724	4,323,853	41.64%
Operations	4,688,383	4,688,383	2,044,590	43.61%
Capital Outlay	23,865	23,865	20,503	85.91%
Transfers	5,181,026	5,181,026	2,810,444	54.24%
Total General Fund Expenditures	20,275,998	20,275,998	9,199,390	45.37%
Bond & Interest Debt Service Revenue	1,082,531	1,082,531	618,443	57.13%
Bond & Interest Debt Service Expenditures	1,082,531	1,082,531	126,200	11.66%
Other Governmental Funds				
Revenues	8,551,120	8,551,120	3,243,780	37.93%
Salaries & Benefits	3,242,646	3,242,646	1,157,496	35.70%
Operations	3,018,089	3,018,089	1,103,956	36.58%
Capital Outlay	48,170	48,170	18,886	0.00%
Transfers	2,242,215	2,242,215	1,338,729	59.71%
Debt Service	0	0	0	0.00%
Total Other Governmental Expenditures	8,551,120	8,551,120	3,619,068	42.32%
All Capital Projects Funds				
Revenues	43,749,515	43,749,515	4,978,170	11.38%
Capital Outlay	43,749,515	43,749,515	3,142,220	7.18%
Total Capital Projects Expenditures	43,749,515	43,749,515	3,142,220	7.18%
Enterprise Funds				
Revenues	24,777,213	24,777,213	11,648,424	47.01%
Salaries & Benefits	3,783,396	3,783,396	1,442,040	38.11%
Operations	11,004,801	11,004,801	3,595,351	32.67%
Capital Outlay	323,000	323,000	233,943	72.43%
Debt Service	1,369,203	1,369,203	795,444	58.10%
Transfers	8,296,813	8,296,813	4,270,447	51.47%
Total Enterprise Fund Expenditures	24,777,213	24,777,213	10,337,226	41.72%
Internal Service Funds				
Revenues	10,752,887	10,752,887	2,488,591	23.14%
Salaries & Benefits	975,025	975,025	416,157	42.68%
Operations	6,081,628	6,081,628	782,464	12.87%
Capital Outlay	3,692,234	3,692,234	464,049	12.57%
Debt Service	0	0	0	0.00%
Transfers	4,000	4,000	4,000	100.00%
Total Fleet & IS Expenditures	10,752,887	10,752,887	1,666,669	15.50%
Total City Revenue (1)	109,189,264	109,189,264	35,723,023	32.72%
Total City Expenses	109,189,264	109,189,264	28,090,773	25.73%

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

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

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 17, 2023



AGENDA ITEM TITLE

Recycling Services Agreement Between City of Moscow and University of Idaho - Tim Davis

RESPONSIBLE STAFF

Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The University of Idaho is committed to begin a single stream recycling program on campus with collection of recyclables performed in-house by Facilities staff. The City of Moscow implemented a single stream recycling program in 2016 for residential and multi-family customers. The City later made the single stream recycling program available to commercial customers in 2018. The City of Moscow has a long history of supporting recycling as a part of an overall sanitation strategy including owning the Moscow Recycling Center where all recyclables collected in Moscow are delivered and processed. The City of Moscow supports the University's commitment to begin a single stream recycling program on campus and is committed to accept, process and ultimately ship the University's single stream recycling materials to a Material Recovery Facility.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on April 10, 2023 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Services Agreement between the City of Moscow, Idaho and University of Idaho for single stream recycling program as presented.

STAFF RECOMMENDATION

Approve the Services Agreement between the City of Moscow, Idaho and University of Idaho for single stream recycling program as presented.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Services Agreement

**SERVICES AGREEMENT
BETWEEN CITY OF MOSCOW, IDAHO AND UNIVERSITY OF IDAHO
FOR SINGLE STREAM RECYCLING PROGRAM**

THIS SERVICES AGREEMENT FOR SINGLE STREAM RECYCLING PROGRAM (hereinafter "Agreement"), is entered into effective the 30 day of March 2023, 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 the University of Idaho, an Idaho Public Education Institution whose address is 875 Perimeter Drive, Moscow, Idaho, 83843 (hereinafter "UNIVERSITY"). CITY and UNIVERSITY are each individually referred to as a "Party", and collectively, the "Parties".

WITNESSETH:

WHEREAS, CITY has a long history of supporting recycling as part of an overall sanitation strategy including owning the Moscow Recycling Center where all CITY collected recyclables are processed; and

WHEREAS, CITY implemented a single stream (or mixed) recycling program in 2016 for all residential and multi-family customers and made the program available to commercial customers in 2018; and

WHEREAS, UNIVERSITY is committed to beginning a single stream recycling program on its campus with collection of recyclables performed in-house by UNIVERSITY Facilities staff; and

WHEREAS, CITY supports UNIVERSITY'S desire to begin a single stream recycling program on its campus and is committed to accepting and processing UNIVERSITY's single stream recyclable materials at the Moscow Recycling Center; and

WHEREAS, CITY and UNIVERSITY desire to enter into this Agreement in order to facilitate single stream recycling on UNIVERSITY campus;

NOW, THEREFORE, for and in consideration of the mutual covenants and representations set forth in this Agreement, CITY and UNIVERSITY hereby agree as follows:

SECTION 1: COOPERATION

CITY and UNIVERSITY are jointly committed to enter into this Agreement in order to facilitate a mutually beneficial recycling program. Both Parties desire to reduce substantially waste sent to landfills by reducing, reusing and recycling efforts. In furtherance of these goals, both Parties agree to make reasonable efforts to fulfill the responsibilities described herein.

SECTION 2: CITY GENERAL RESPONSIBILITIES

- A. Accept and weigh each load of single stream recycling material delivered to Moscow Recycling Center by UNIVERSITY and provide a paper weight ticket to the driver upon departure.
- B. Monitor all loads of single stream recycling for contamination and communicate any contamination issues to UNIVERSITY. Contamination constitutes any item that does not fit within the acceptable items detailed in the "YES" category of the attached, Exhibit A, and that are detailed in the "NO" category of the attached Exhibit A.
- C. Process (bale) single stream recycling materials delivered to Moscow Recycling Center by UNIVERSITY.
- D. Ship baled single stream recycling materials to Material Recovery Facility (MRF) for further processing and separation of commodities.
- E. CITY shall bill UNIVERSITY each month for single stream recyclable material accepted at Moscow Recycling Center as detailed herein

SECTION 3: UNIVERSITY GENERAL RESPONSIBILITIES

- A. UNIVERSITY shall purchase its own containers to be used for this recycling program.
- B. Train all janitorial staff handling and depositing single stream recycling materials into roll carts, used for collection, on contamination standards and acceptable materials for the CITY single stream recycling program, utilizing Exhibit A, which sets forth the parameters of acceptable single stream recycling materials.
- C. Deliver single stream recycling materials to Moscow Recycling Center on scheduled CITY recycling collection weeks (bi-weekly) beginning April 10, 2023.
 - 1. Materials will be delivered between 12:30 pm and 1:30 pm local time, Monday through Friday.
 - 2. UNIVERSITY staff shall call Inland North Waste/Moscow Recycling Center at 208-882-5724 approximately thirty (30) minutes prior to delivery.
- D. Contamination shall be kept at a minimum, not to exceed five percent (5%) by volume. Single stream recycling material loads estimated to exceed ten percent (10%) contamination by volume will be dumped as solid waste and UNIVERSITY will be charged accordingly. Consistent contamination over five percent (5%) will result in a review of the program by CITY. The current municipal solid waste charge is ninety-seven dollars and eighty cents (\$97.80) per ton and is adjusted each October based on CPI changes every year.

SECTION 4: TERM

- A. This Agreement shall be effective April 10, 2023, through September 20, 2023.
- B. This Agreement will automatically renew beginning October 1, 2023, and renew automatically each October 1, thereafter, unless terminated by either Party hereto.

SECTION 5: COMPENSATION

- A. UNIVERSITY shall pay CITY by the ton for the processing and shipping of single stream recycled materials delivered to the Moscow Recycling Center. Processing fees are currently forty-four dollars and three cents (\$44.03). Processing fees are adjusted each October based on CPI changes. Shipping fees are currently thirty-nine dollars and twenty-nine cents (\$39.29) per ton and will vary monthly based on the cost of fuel.
- B. UNIVERSITY shall pay CITY a monthly ten percent (10%) administrative fee based on the tonnage delivered to the Moscow Recycling Center every month.
- C. Contamination costs. UNIVERSITY shall pay City for single stream recycling material loads estimated to exceed ten percent (10%) contamination by volume that are dumped as solid waste based on the current rate of solid waste disposal at the time they are dumped.

SECTION 6: TERMINATION

Either Party, CITY or UNIVERSITY, may unilaterally terminate this Agreement without penalty, upon providing the other Party with thirty (30) days' notice delivered in accordance with SECTION 7.K. of this Agreement.

SECTION 7: GENERAL PROVISIONS

- A. Liability and Responsibility. The attached Memorandum of Understanding Between the University, City of Moscow, and Latah County Regarding Liability and Responsibility, dated February 2019, Attachment B applies to both CITY and UNIVERSITY in regards to this Agreement.
- B. Insurance. UNIVERSITY's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. CITY's liability coverage is provided through the Idaho Counties Risk Management Program.
- C. Rights Not Assignable. UNIVERSITY and CITY shall not assign any rights or duties under this Agreement to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- D. No Separate Entity Created, No Joint Venture and No Joint Powers Agreement. Nothing contained in this Agreement shall be in any way construed as creating a separate legal

entity, or expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship.

- E. No Employer-Employee or Agency Relationship. The Parties warrant by their signatures that no employer-employee or agency relationship is established between UNIVERSITY and CITY by the terms of this Agreement.
- F. Interpretation. As a further condition of this Agreement, UNIVERSITY and CITY acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.
- G. Jurisdiction and Venue. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In 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.
- H. Binding Authority. UNIVERSITY and CITY each represents and warrants to the other that this Agreement (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding Agreement of such Party enforceable in accordance with its terms.
- I. Complete Agreement. This Agreement constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.
- J. Amendments. The terms of this Agreement may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within sixty (60) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by both Parties.
- K. Notice. All communication or notification to be given pursuant to this Agreement shall be given to the following:

Notice to UNIVERSITY:

University of Idaho
875 Perimeter Drive
Moscow, ID 83843

Notice to CITY

Sanitation Department
206 East Third Street
P.O. Box 9203
Moscow, ID 83843

IN WITNESS WHEREOF, CITY and UNIVERSITY, by and through their respective officials, who have the legal authority to bind their respective Parties to the duties and obligation designated in this Agreement, designated below, have caused this Agreement to be executed on the date and year first above written.

UNIVERSITY

CITY

University of Idaho:

City of Moscow:



Julia R. McIlroy
Director, Contracts and Purchasing Services

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

EXHIBIT A



Moscow Single Stream Recycling

This list takes effect October 2018

YES

Plastic:

#1 and #2 Plastic Bottles and Jugs (with screw top lids). Empty and rinse.

Metal, Aluminum and Tin:

Aluminum & Tin beverage and food cans.

Empty, rinse and dry.

Please keep all items clean, rinsed and dry

Corrugated Cardboard:

Clean and dry.

Paper:

Newspaper, junk mail, cereal and dry food boxes, office paper, phone books, envelopes, non foil wrapping paper. Books with hardbacks removed.

Clean and dry.

NO

Glass: NO glass of any kind!

Plastic:

Any plastic labeled #3 through #7.

No plastic bags of any kind.

No Styrofoam. No medicine containers.

No clam shells.

No plastic plates or utensils.

No plastic clothes hangers.

No plastic motor oil or anti-freeze containers.

No candy wrappers or chip bags.

No garden hoses.

Metal:

No aluminum foil. No caps, rings, or lids.

No aerosol spray cans. No paint cans.

No sharp or greasy metals.

No metal clothes hangers.

Paper:

No food-soiled food boxes. No pizza boxes!!!!!!

No wet paper or cardboard.

No disposable diapers.

No wax or plastic-coated cardboard.

No paper towels, plates, or napkins.

No soiled paper or facial tissue.

Other restrictions: No electronics.

No CDs, DVDs, or cases. No lightbulbs.

No batteries. No ceramics or dishes.

When in doubt, throw it out!
Contamination and wishful recycling can lead to a whole load of recycling being landfilled! Increasing costs to all!

EXHIBIT B

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY, CITY OF MOSCOW, AND LATAH COUNTY REGARDING LIABILITY AND RESPONSIBILITY

The University of Idaho (hereinafter "University"), the City of Moscow (hereinafter "City"), and Latah County (hereinafter "County"), (collectively "Parties"), are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability, and each are subject to the Idaho Tort Claims Act. University regularly enters into contracts, agreements, and memorandums of understanding with City and with County. The Parties agree that the following Hold Harmless provision shall apply to any contracts, agreements, or memorandums of understanding University enters into with City or with County:

Hold Harmless (Liability and Responsibility):

The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.

Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

To the extent any future contract, agreement, or memorandum of understanding between University and City, or between University and County, is inconsistent with the above Hold Harmless provision, this Memorandum of Understanding (hereinafter "MOU"), and the language set forth herein shall govern unless the Parties to any such contract, agreement, or memorandum of understanding specifically state the above language shall not apply.

Any Party may terminate their participation in this MOU by giving thirty (30) days written notice to the other Parties. In such event, the provisions of this MOU shall continue to apply to any contract, agreement, or MOU entered into between the Parties prior to the date of termination of this Agreement.

For City of Moscow:

Signature: Bill Lambert
Print Name: BILL LAMBERT
Date: 2-15-19

For University of Idaho:

Signature: Julia R. McIlroy
Print Name: Julia R. McIlroy
Date: 2/7/19

Director, Contracts and Purchasing Services

For Latah County:

Signature: Thomas C. Lamar
Print Name: Thomas C. Lamar
Date: 1-14-19

ATTEST:

David McGraw
Deputy

MOU - REGARDING LIABILITY AND RESPONSIBILITY
UNIVERSITY, CITY, AND COUNTY (2018)

PAGE 1 OF 1

2019-013

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 17, 2023



AGENDA ITEM TITLE

Asphalt Rubber Chip - 2023 Bid Results and Contract Award - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Engineering Technician

ADDITIONAL PRESENTER(S)

DESCRIPTION

The planned Pavement Preservation Program for FY2023 includes Asphalt Rubber (AR) Chip Seal road treatments to address multiple locations throughout the City. An AR chip seal is a proven method of road preservation, which uses recycled tire crumb in the asphalt binder to make chip seals more effective and longer lasting on heavily cracked and deteriorated streets. AR chip seals are primarily applied on residential and collector streets with heavy cracking and moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids for the project on March 11, 2023 for the 2023 Asphalt Rubber Chip Seal road treatment project. The base bid for the project includes 39,559 square yards of Type II Asphalt Rubber Chip Seal. The engineer's estimate for the project was \$474,708.00.

Bids were opened on Tuesday, March 28, 2023. One responsive bid was received from Doolittle Construction LLC of Snoqualmie Washington for the amount of \$433,962.33. A bid tabulation sheet is attached.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on April 10, 2023, and recommended for approval.

PROPOSED ACTIONS

ACTION: Accept the low bid from Doolittle Construction, award the contract in the amount of \$433,962.33, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

STAFF RECOMMENDATION

Accept the low bid from Doolittle Construction, award the contract in the amount of \$433,962.33, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

OTHER RESOURCES

FISCAL IMPACT

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

PERSONNEL IMPACT

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

ATTACHMENTS

1. AR Chip Seal 2023 - Bid Tabulation
2. AR Chip Seal 2023 ConstructionAgreement_& attachments

Asphalt Rubber Chip Seal - 2023
Bids Opened 3/28/2023

Engineers Estimate	
Price	Total
\$10.80	\$427,237.20
\$1.20	\$47,470.80
TOTAL =	\$474,708.00

Item No.	Item Description	Qty.	Unit
1	Asphalt Rubber Chip Seal Type II	39,559	SY
2	Fog Seal	39,559	SY

Bid From: Doolittle Construction	
Price	Total
\$9.97	\$394,403.23
\$1.00	\$39,559.00
TOTAL =	\$433,962.23

**CONSTRUCTION AGREEMENT
FOR ASPHALT RUBBER CHIP SEAL - 2023
BETWEEN CITY OF MOSCOW, IDAHO
AND DOOLITTLE CONSTRUCTION, LLC**

THIS CONSTRUCTION AGREEMENT FOR ASPHALT RUBBER CHIP SEAL - 2023 BETWEEN CITY OF MOSCOW, IDAHO, AND DOOLITTLE CONSTRUCTION, LLC (hereinafter "Agreement"), dated this ____ day of _____, 2023, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Doolittle Construction, LLC 9350 Stone Quarry Road, Snoqualmie, Washington, 98065 (hereinafter "CONTRACTOR"):

W I T N E S S E T H:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Drawings, Specifications and Proposal, Attachment 'A' for: Asphalt Rubber Chip Seal – 2023, City of Moscow Project No. 113-023, consisting of 128 Pages;
2. Bid Proposal of CONTRACTOR, dated March 28, 2023, see Attachment 'B', consisting of 12 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:

"Asphalt Rubber Chip Seal - 2023"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than June 10, 2023, and shall be substantially completed by August 31, 2023. The work shall be completed within thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

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 Four Hundred Thirty-Three Thousand Nine Hundred Sixty-Two Dollars and Twenty-Three Cents (\$433,962.23), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Four Hundred Thirty-Three Thousand Nine Hundred Sixty-Two Dollars and Twenty-Three Cents (\$433,962.23), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6.
SCOPE OF SERVICES

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

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

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

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that it 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 reasonable 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:

Doolittle Construction, LLC
Marc Thoreson
9350 Stone Quarry Road
Snoqualmie, WA 98065

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, Marc Thoreson, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Doolittle Construction, LLC to this Agreement.

CONTRACTOR:

Doolittle Construction, LLC

CITY:

City of Moscow, Idaho

By: Marc Thoreson, Senior Vice President

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 _____, 2023, before me, a Notary Public in and for said State, appeared Marc Thoreson, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Doolittle Construction, LLC.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

ASPHALT RUBBER CHIP SEAL - 2023

CITY OF MOSCOW PROJECT NO. 113-023

CITY OF MOSCOW, IDAHO

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

Plans, Specifications and Proposal

For

ASPHALT RUBBER CHIP SEAL - 2023

CITY OF MOSCOW PROJECT NO. 113-023



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

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the Community Development Building (Engineering Division) at 504 S. Washington Street, Moscow, Idaho 83843, and clearly marked **“Bid Enclosed – ASPHALT RUBBER CHIP SEAL - 2023”** until **2:00 p.m.**, prevailing local time, **Tuesday, March 28, 2023**, for the following project:

ASPHALT RUBBER CHIP SEAL - 2023

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

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

Road Locations	Area (SY)
Washington St. – Morton St. to D St.	2,704
Washington St. – D St. to C St.	1,575
Washington St. – C St. to A St.	1,708
Washington St. – A St. to 1 St.	477
Jefferson St. – Morton St. to D St.	2,931
Jefferson St. – D St. to A St.	3,355
Jefferson St. – A St. to 1 st St.	1,029
Jefferson St. – 1 st St. to 3 rd St.	1,671
Jefferson St. – 7 th St. to 8 th St.	1,149
Jefferson St. 8 th St. to Lewis St.	1,132
Jefferson St. Lewis St. to Spotswood St.	1,104
B St.- Mountain View Rd. to Blaine St.	5,027
Logan St. – 6 th St. to Mabelle St.	4,920
Logan St. – Mabelle St. to Troy Hwy.	3,131
Lewis St. – Washington St. to Logan St.	5,334
2 nd St. – Van Buren St. to Jefferson St.	2,312
Total Area:	39,559

Complete digital Project Manual and Project Plans, may be viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on “Business” / “Bid Opportunities” / “Asphalt Rubber Chip Seal – 2023”

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$22.00**. The Quest project number is **8409638**. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

The Contract Documents may also be examined at the Community Development Building (Engineering Division), 504 S Washington Street, Moscow, ID 83843.

Questions should be directed to Britany Luft., City of Moscow Engineering Division, 504 S Washington Street, Moscow, ID, via Email only at: bluft@ci.moscow.id.us

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

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

Britany Luft, Deputy City Clerk

Publish Dates: March 11 & 18, 2023

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for ASPHALT RUBBER CHIP SEAL - 2023, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Community Development Building, 504 S Washington Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

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

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

<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 ASPHALT RUBBER CHIP SEAL - 2023 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

ASPHALT RUBBER CHIP SEAL - 2023

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Asphalt Rubber Chip Seal Type II	39,559 SY	\$ _____	\$ _____
2.	Fog Seal	39,559 SY	\$ _____	\$ _____
			BID TOTAL	\$ _____

Firm Name of Bidder

Bidders Mailing Address

Signature of Bidder

Public Works License No.

Official Title

State of Incorporation, if Incorporated

SEAL (If Incorporated)

Dated at _____

This _____ day of _____, 2023

**CONSTRUCTION AGREEMENT
FOR ASPHALT RUBBER CHIP SEAL - 2023
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR ASPHALT RUBBER CHIP SEAL - 2023 BETWEEN CITY OF MOSCOW, IDAHO, AND COMPANY (hereinafter "Agreement"), dated this ____ day of _____, 2023, 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 Company Name and Address (hereinafter "CONTRACTOR"):

W I T N E S S E T H:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Drawings, Specifications and Proposal, Attachment 'A' for: ASPHALT RUBBER CHIP SEAL - 2023, consisting of number of pages;
2. Bid Proposal of CONTRACTOR, dated date, 2023, see Attachment 'B', consisting of number of pages;
3. Performance and Payment Bonds and 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:

“ASPHALT RUBBER CHIP SEAL - 2023”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before Date, or other time considerations, 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 Dollar Amount (\$000.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of Dollar Amount (\$000.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6.

SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

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

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 of Moscow
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 **Name**, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind **Company** to this Agreement.

CONTRACTOR:

Company Name

CITY:

City of Moscow, Idaho

By: **Authorized Agent**

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 _____, 2023, before me, a Notary Public in and for said State, appeared **Authorized Agent**, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for **Company Name**.

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

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

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

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

- A. Plans and specifications are on file in the office of the City Engineer. Copies of same may be obtained electronically from www.questcdn.com for \$22.00. Additional information relative to same may be obtained from the office of the City Engineer.

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

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

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

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

IB-5. PROPOSAL GUARANTY

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

IB-6. RETURN OF PROPOSAL GUARANTY

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

IB-7. QUALIFICATIONS OF BIDDER

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

IB-8. AWARD OF CONTRACT

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

IB-9. FAILURE TO EXECUTE CONTRACT

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

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor shall not discriminate against any employee or applicant for employment because 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. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their 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. Such action 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. The 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.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

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

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

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

IB-13. PERFORMANCE PERIOD

- A. This work shall start no earlier than June 10, 2023 and shall be substantially completed by August 31, 2023. The work shall be completed within Thirty (30) calendar days from the commencement of work.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

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

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the

alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

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

GENERAL CONDITIONS

GC-1. COMPLIANCE

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

GC-2. DEFINITIONS

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

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

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

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

- D. The Contractor shall keep one (1) copy of all drawings and specifications on the work, in good order, available to the Engineer, CITY, and its representatives.

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

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

GC-5. INVESTIGATION BY BIDDERS

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

GC-6. NON-DISCRIMINATION

- A. The Contractor will not 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.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

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

GC-8. CONTRACTS

- A. Contract Form
 - 1. A copy of the construction agreement form is included in these documents.

B. Execution of Agreement

1. Within ten (10) days after receiving properly prepared Contract Documents from CITY, the successful bidder shall sign the agreement. Work shall be started upon written notice to proceed from the City Engineer.

C. Subcontracts

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

b. The Contractor agrees:

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

- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

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

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

which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, then the Contractor and its surety shall be liable and shall pay to CITY the amount of such excess.

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

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

F. Assignment:

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

GC-9. QUANTITIES FURNISHED BIDDERS

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

1. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:
 - i. If the total cost of a particular item of Unit Price Contract amounts to fifteen percent (15%) or more of the total Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Contract performed by CONTRACTOR differs by more than

twenty-five percent (25%) from the estimated quantity of such item indicated in the Bid Form; and

- ii. If there is no corresponding adjustment with respect to any other item of Work; and
- iii. If CONTRACTOR thinks that CONTRACTOR has incurred additional expense as a result thereof; or if the CITY thinks that the quantity variation entitles the CITY to an adjustment in the unit price, either the CITY or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of one hundred twenty-five percent (125%) of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the CITY or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with the General Conditions.
Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of Unit Price Work performed by CONTRACTOR.

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

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.
- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or

if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

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

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th

day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.

- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in CITY, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. The City may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
 - 1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 - 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 - 3. Failure of the Contractor to make proper payments to a subcontractor;
 - 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 - 5. Damages to another Contractor where there is evidence thereof;
 - 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall

accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:
 - 1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.
 - 2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 - 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary,

or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying CITY of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.
- B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall

provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.

- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.
- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11
- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement.

The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.

- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.
- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

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

- A. The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied CITY in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.
- B. The Contractor shall take out and maintain during the term of this Agreement, statutory worker's compensation insurance for all employees who will work on this Project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least

FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.

- D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.
- F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

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

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

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

1. Tests and Inspections

- a. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- b. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for CITY's and Engineer's acceptance of the Work at the site except: costs incurred in connection with tests or inspections as otherwise specifically provided in the Contract Documents.
- c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full

responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- d. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to City and Engineer.
- e. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- f. Uncovering Work as provided in paragraph e. above shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

GC-20. USE OF COMPLETED PORTION

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

GC-21. SIGNATURES

- A. A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the contract, the Agreement shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or contract is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the Agreement subject to the approval of the Attorney, who may, at his/her discretion, require each and every member of the co-partnership to sign the Agreement.

GC-22. ORDERS TO BEGIN WORK

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

GC-23. ORDER OF WORK

- A. The Agreement period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.

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

GC-24. EFFICIENCY OF OPERATION/LICENSING

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

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:
 - 1. Inform the City Engineer in writing of such need; and
 - 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 - 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 *et seq.*
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is

repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.

- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

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

GC-27. GUARDS AND BARRICADES

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

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

- A. Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Engineer and Streets Department. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-29. MAINTAINING POSTAL SERVICE

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

GC-30. EMERGENCY WORK

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

GC-31. SUPERVISION OF WORK

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

GC-32. CORRECTION AND COMPLETION OF WORK

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

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

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

B. Correction of Work after Final Payment:

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

C. Deductions for Uncorrected Work:

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

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis or quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.

- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.
- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

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

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

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

existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.

- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.
- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

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

GC-37. CLEANUP

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

GC-38. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT (http://tax.idaho.gov/forms/EFO00168_04-28-2011.pdf). Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make

final payment to Contractor until a tax release (http://tax.idaho.gov/forms/EFO00234_04-27-2011.pdf) from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

- A. In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his/her subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-40. JURISDICTION AND DISPUTE RESOLUTION

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

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:

- B. Those required by the Moscow City Code, such as:
 - Community Forestry Ordinance §5-8-1 et seq.
 - Building Code §7-1-1 et seq.
 - Plumbing Code §7-1-2 et seq.
 - Electrical Code §7-1-3 et seq.
 - Gas Code §7-1-4 et seq.
 - Contractor Licensing Ordinance §7-16-1 et seq.
- C. Those required by the Idaho Code or other State Law.
- D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

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

GC-43. NO THIRD PARTY BENEFICIARIES

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

GC-44. COMPLIANCE WITH GRANT CONDITIONS

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

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

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

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

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

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

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

2.1 Traffic Control

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

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

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

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

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

2.2 Right of Way Use Permits

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

2.3 Payment: Traffic Control

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

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

ES-3. MATERIALS

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

ES-4. REMOVALS AND DISPOSALS

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

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

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

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

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

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

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

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

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

ES-5. EARTHWORK

5.1 Excavation

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

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

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

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

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

5.2 Structural Fill

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

Structural fill (also 'Borrow' or 'Embankment') may consist of naturally occurring sand, sand gravel, sand and rock mixtures, decomposed granites, and native loess or clays. Sand and rock mixtures shall contain sufficient sand to fill the voids of the larger gravel

and stone to permit the required compaction. All borrow must be obtained from designated or approved sources. Structural fill shall be free of roots, bark, topsoils or other organic materials.

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

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

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

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

5.3 Payment

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

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

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

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

6.2 Construction Requirements

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

6.3 Payment

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

ES-7. CRUSHED ROCK BASE

7.1 Description

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

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

7.2 Aggregate

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

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

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

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

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

No. 30	10 – 30
No. 200	2 – 9

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

7.3 Test Methods

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

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

7.4 Placing

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

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

7.5 Mixing

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

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

Travel Plant Method. After the material for each layer of base course has been placed through an aggregate spreader or windrow sizing device, the base shall be uniformly mixed by a traveling mixing plant. During the mixing, water shall be added in an amount necessary to facilitate compacting.

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

7.6 Shaping and Compaction

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

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

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

7.7 Payment

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

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

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

Dispose of the excavated material per Specification ES-4 REMOVALS AND DISPOSALS.

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

8.3 Payment

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

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

ES-9. WATERING

Bulk water furnished to contractors for the construction of City funded projects will be provided at NO cost to the contractor. Bulk water furnished to contractors for purposes other than the construction of City funded projects must be purchased from the City. All bulk water use by

contractors will be metered and paid for under rates and fees established by the City's most current adopted fee schedule and pursuant to City Code.

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

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

ES-10. WEIGHING

Weighing equipment for the weighing of crushed stone surfacing materials, bituminous construction, etc., shall consist of and conform to Section 109, of the latest edition, of the Idaho Transportation Departments Standard Specifications for Highway Construction, and amendments thereto. In any event, the scales shall be tested and sealed, at the expense of the Contractor, as set forth in the Standard Specifications listed above. Weight slips in duplicate form shall accompany each load of crushed rock or asphalt to the construction site.

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

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

Sand equivalent shall be a minimum of 70.

Fineness modulus to be between 2.50 and 3.10 (AASHTO M-6).

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

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

- A. Concrete shall be mixed and delivered by means of any of the following:
 1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)
 2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)
 3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)
 4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)
- B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.

- C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.
- D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50 or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.
- E. When a truck mixer is used for complete mixing each batch of concrete shall be mixed for not less than 70 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing, if any, shall be at agitating speed.
- F. When a truck mixer or agitator is used for transporting concrete that has been completely mixed in a stationary mixer, mixing during transport shall be at the agitating speed.
- G. Unless otherwise approved, when a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharged completely within 1-1/2 hours or before the drum has been revolved 300 revolutions, whichever comes first, after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, a time less than 1-1/2 hours may be directed. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. If additional mixing water is required to replace evaporated mixing water to maintain the specified slump and is added with the permission of the Engineer, a minimum of 20 revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete.

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

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

12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, he may declare the concrete defective and require the removal and replacement of that portion of the structure affected. All holes and depressions shall be cleaned, thoroughly wetted, and filled with cement mortar composed of one part of cement to two parts of sand. All fins caused by form joints and other projections shall be removed above ground line. The resulting surfaces shall be reasonably smooth and uniform in texture and color. After the concrete is placed, it shall be struck off with a template or a vibrating screen. Concrete shall be finished to an even surface by means of both longitudinal and transverse floats. The use of power trowels will not be permitted.

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

12.7 Curing Concrete

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

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

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

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

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

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

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

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

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

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

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

ES-13. CONCRETE CURB

13.1 General

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

13.2 Forms

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

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

13.3 Joints

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

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

13.4 Construction Requirements

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

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

13.5 Finishing

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

13.6 Curing

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

13.7 Backfilling

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

13.8 Payment

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

ES-14. CONCRETE SIDEWALK

14.1 General

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

14.2 Gravel Base

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

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

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

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

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

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

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

14.3 Construction requirements

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

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

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

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

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

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

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

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

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

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

14.4 Payment

The accepted quantities of concrete sidewalk will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment, and other costs incidental to construction of concrete sidewalk, including aggregate base, as herein specified and as shown on the Plans and special drawings.

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

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

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

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

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

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

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

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

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

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

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

15.2 Rolling and Compaction

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

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

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

15.3 Tack Coat

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

15.4 Payment

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

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

ES-16 CEMENT CONCRETE PAVEMENT

16.1 General

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

16.2 Aggregates

Aggregates shall possess such characteristics of shape and size that concrete, prepared from a mixture of fine and coarse material in the proportions specified, will be of satisfactory

workability in the opinion of the Engineer. Regardless of compliance with all other provisions of these specifications, if the concrete is not of a workable character or when finished does not exhibit a proper surface, either the fine or the coarse aggregate or both shall be rejected or altered as required by the Engineer.

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

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

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

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

Coarse aggregate containing more than the maximum percentage passing any screen may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor.

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

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

- C. Properties of concrete aggregate shall be determined in accordance with the following methods of test:

1. Amount of Material Finer than No. 200 Sieve in Aggregates: ASTM Designation C-117.
2. Organic Impurities: AASHTO T-113.
3. Flexural Strength of Concrete: AASHTO T-104.
4. Percentage of Particles of Less than 1.95 Specific Gravity: AASHTO T-150.

5. Clay Lumps in Aggregates: AASHTO T-112.
6. Abrasion of Coarse Aggregate by Use of the Los Angeles Machine; AASHTO T-96.

16.3 Curing and Protection

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

16.4 Joint Fillers and Sealants

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

16.5 Air-Entrained Concrete

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

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

AIR CONTENT OF FRESHLY MIXED CONCRETE

Maximum Size of Coarse Aggregate (Inches)	Air Content (Percent by Volume)
1-1/2, 2, and 3	5 ± 1
3/4 and 1	6 ± 1
3/8 and 1/2	7-1/2 ± 1

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

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

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

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

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

16.6 Reinforcing Steel

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

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

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

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

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.
- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

16.7 Measurement of Materials

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

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

Weights of fine and coarse aggregate are based on a bulk specific gravity, saturated surface dry, of 2.67. When volume measurements are used, one cubic foot of sand shall be taken as equivalent to 100 pounds of sand and one cubic foot of gravel shall be taken as equivalent to 105

pounds of gravel. Corrections must be made for contained moisture in the aggregates and variations in specific gravity.

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

16.8 Re-tempering

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

16.9 Construction of Portland Cement Concrete Pavement

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

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

16.10 Payment

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

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

1. All catch basins shall be separated from the pavement and curb by boxing out around basin. Expansion joint material shall extend completely through curb and slab. Manhole castings within the pavement limits shall be boxed in like manner except when telescoping type castings are used.

2. When a joint falls within 5 feet of, or contacts, basins, manholes or other structures, shorten one or more panels either side of opening to permit joint to fall on round structures and at or between corners of rectangular structures.
3. All transverse joints must extend through curbs and must be continuous across pavement, except tied transverse construction joints. Expansion joints will not be required except at structures or as shown on the plans.
4. Transverse sawed joints to be a + 15' o.c. as shown on drawings. Joints at 60' to be sawed the same day as placement. Intermittent joints at 15' to be sawed next day after placement. Longitudinal joints shall be sawed prior to permitting traffic on the pavement.

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

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

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

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

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

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

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

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

ES-18. MANHOLES AND CATCH BASINS

18.1 General

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

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

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

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

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

- A. Base Sections. Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.
- B. Joints. All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.
- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

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

18.4 Sanitary Sewer Manholes

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

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

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

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

- C. Watertightness

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

2. Hydrostatic Testing.

- a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
- b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe

invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.

- c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

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

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

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

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

18.6 Catch Basins and Catch Inlets

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

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

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

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

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

18.7 Risers

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

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

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

19.2 Type of Backfill

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

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

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

19.3 Excavation and Backfill for Fire Hydrants

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

19.4 Trench Excavation

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

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

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

19.5 Materials

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

19.6 Workmanship

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

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

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

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

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

In all cases, confine trench widths to dedicated rights-of-way for public thoroughfares or within areas for which construction easements have been obtained.

- G. Grade. Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.

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

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

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

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

- 1. Class A Backfill

Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers, or hydraulic hammers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

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

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

2. Class B Backfill

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

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

3. Class C Backfill

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

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

4. Class D Backfill

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

Maintain the surface of the backfilled trench level with the existing grade with crushed rock backfill material until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface during the warranty period shall be considered to be a result of

insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

5. Class E Backfill

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

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

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

6. Class F Backfill

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

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

7. Subsurface Drain Backfill

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

The material shall be washed, if necessary, to render the particles free from clay. It shall contain no more than 1% of clay lumps or other decomposed material. It shall conform to the following requirements for grading:

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100
3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30

No. 50 3 – 12

No. 200 0 – 1.2

* All percentages are by weight.

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

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

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

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

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

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

- Q. Disposal of Excess Excavation. All excess excavation not required or suitable for backfill shall be disposed of in a waste area arranged by the Contractor.

- R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.
- S. Blasting. Blasting shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

19.7 Payment

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

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

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

Pipe zone backfill is specified under Section ES-20 PIPE.

- B. Rock Excavation. Rock excavation shall be measured for payment as the actual quantity of rock removed within the approved limits.

ES-20. PIPE

20.1 Storm Sewer Pipe

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

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

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

Storm Sewer Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be

joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless steel shear ring bands.

20.2 Sanitary Sewer Pipe

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

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

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

20.3 Perforated Subsurface Drain Pipe

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

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

The pipe shall be wrapped with a filtering sock.

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

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

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

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

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

1. Perforated Corrugated Plastic Pipe

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

2. Perforated Solid Wall Plastic Pipe

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

20.4 Water Pipe & Ductile Iron Fittings

- A. Joints. Pipe joints shall be push-on joints except where specifically shown or detailed otherwise.
- B. Mechanical Joint Fittings. Three-inch through sixteen inch mechanical joint ductile iron fittings shall be Tyler SSB Class 350 ductile iron fittings, or an approved equal, and shall conform to ANSI/AWWA C-111
- C. Flanged Ductile Iron Fittings. Flanged fittings shall conform to ANSI/AWWA C-110 and shall be faced and drilled to 125-pound ANSI. The fittings shall be 125 PSI rated working pressure and cement-mortar lined to same thickness specified for pipe.
- D. Mechanical Couplings. Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with long solid sleeves and be Mechanical Joint Class 350. Mechanical couplings shall mean straight couplings, transition couplings, reducing couplings, and flanged coupling adapters.
- E. Ductile Iron Pipe. All ductile iron pipe shall be centrifugally cast of 60-42-10 iron and shall conform to ANSI / AWWA C-151. Thickness class or classes shall be 51(minimum). The pipe shall be cement mortar lined and seal coated in accordance with ANSI / AWWA C-104. The rubber ring gaskets shall be suitable for the specified pipe sizes and pressure and shall conform to applicable parts of the latest federal specification ANSI / AWWA C-111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.
- F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.

- G. Tapping Sleeves. All tapping sleeves shall be ROMAC “SST” Stainless Steel as per ASTM A-240, Type 304 and Type 304L or an approved equal.

20.5 Pipe Laying

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

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

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

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

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

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

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

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

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

sufficient backfill material alongside and carefully tamped into place as described under Section 20.5.A.

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

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

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

***MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)**

Bell and Spigot		Mechanical Joint		Push-on Joint
Diameter (Inches)	Max. & Min. Deflection Angle (Degrees)	Deflection (Inches)	Max. Deflection Angle (Degrees)	Deflection (Inches)
6	7-07	27	5	19
8	5-21	20	5	19
10	5-21	20	5	19
12	5-21	20	5	19
14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11

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

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

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

2. Thrust Blocking

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

3. Metal Tie Rods

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

20.6 Pipe Testing and T. V. Inspection

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

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

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

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

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

1. Exfiltration Test (Using Air)

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

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

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

$$T = 0.0109 D^2L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

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

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

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

2. T.V. Inspection

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

Any and all imperfections (i.e. sags in the pipe invert, joints not fully seated, offset joints, poor manhole entries and exits, etc.) found in the installation of the

pipe shall be immediately repaired by the Contractor at no cost to the City. Such repairs shall be as allowed and directed by the City Engineer.

C. Water Pipe

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

20.7 Plugging Existing Pipe

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

20.8 Basis of Payment

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

furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.

- D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.
- E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

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

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

ES-21 GATE VALVES AND VALVE BOXES

21.1 Scope

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

21.2 Materials

- A. Gate Valves (all sizes). Valves shall be ductile iron AMERICAN FLOW CONTROL SERIES 2500 resilient seated valves, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown. Valves shall conform to ANSI / AWWA C-509.
- B. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4 inch shaft, and shall be TYLER 6855 series of appropriate length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4 inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word "Water" shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.
- C. Extension stems for valve operators. Where the depth of the opening nut is more than 4.5 feet, standard operating extensions shall be provided to bring the operating nut to a point 3.5 feet below the surface of the ground or pavement. The extension stem shall be constructed of steel (and coated).

21.3 Workmanship

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

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

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

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

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

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

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

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

ES-22. FIRE HYDRANTS

22.1 Scope

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

22.2 Materials

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

22.3 Workmanship

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

- A. Location and Position. Locate as shown or directed so as to provide complete accessibility and minimize possibility of damage from vehicles or injury to pedestrians.

A 3-foot clear space shall be provided and maintained around the circumference of the hydrant or as approved by the Engineer. Where hydrants are subject to impact by a motor vehicle, guard posts or other approved means shall be provided as approved by the Engineer. Improperly located hydrants shall be disconnected and relocated, at the Contractor's expense.

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

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

- B. Excavation. Do not carry below sub-base grade. Replace over-excavated areas with gravel, and hand tamp to provide firm foundation.
- C. Base Block. Place on firm level sub-base to assure uniform support.
- D. Installation of Hydrants. Place hydrant carefully on base block to prevent the base block from breaking. After hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.
- E. Drain Rock. Place gravel around base block and hydrant bottom after hydrant has been blocked in place. Drain gravel shall be not less than 6 inches above hydrant drain opening. Do not connect drainage system to sewer.
- F. Concrete Thrust Blocking. Place after hydrant is blocked in its final position and hydrant is joined to pipe. Concrete thrust block shall have a minimum of 4 square feet of bearing area against undisturbed earth. Restraint devices such as flanged fitting, mega lugs, or tie rods may be used in lieu of thrust blocks if approved by the City Engineer.
- G. Bury Depth and Thrust Ties. The ground surface around fire hydrants shall be as follows:
 - 1. Behind the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 10 feet behind the back of the hydrant. The City Engineer may approve a lesser bury requirement if thrust ties consisting of two $\frac{3}{4}$ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 - 2. Sides of the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from

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

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

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

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

22.4 Payment

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

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

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

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

23.2 Workmanship

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

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

23.3 Basis of Payment

- A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.
- B. Sewer house connection pipe, in place, will be paid for on the unit price per linear foot for the appropriate size of pipe stated in the Contractor's bid proposal. Payment for this item shall constitute full compensation for all materials and work required to install the

sewer house connection pipe, complete, including trench excavation and backfill. The length of the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

ES-24. STREET / ALLEY CUT REPAIR

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

ES-25. EROSION AND SEDIMENT CONTROL

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

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

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

ES-26 STORMWATER RUNOFF CONTROL

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

ES-27. IMPORTED TOPSOIL

27.1 General

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

27.2 Payment

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

ES-28 SEEDING

28.1 Seed

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

28.2 Application

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

28.3 Fertilizer

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

28.4 Mulch

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

28.5 Seedbed Preparation

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

28.6 Payment

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

ES-29. TREE TRIMMING

Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such

trimming shall be noted as set forth in the Contract documents. **ALL TREE TRIMMING SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE COMMUNITY FORESTRY ORDINANCE.**

ES-30. INSPECTION

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

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

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

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

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

ES-31. WORKMANSHIP AND CLEAN UP

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

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

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

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

ES-32. MOBILIZATION

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

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

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

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

TECHNICAL SPECIFICATIONS

TS-1. GENERAL

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

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

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

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

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

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

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

TS-2. INSPECTION

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

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

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

TS-3. ORDER OF WORK

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

TS-4. LOCATION AND QUANTITY OF WORK

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

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

TS-5. TRAFFIC CONTROL / R.O.W USE PERMITS

2.1 Traffic Control

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

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

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

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

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

2.2 Right of Way Use Permits

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

2.3 Payment: Traffic Control

Traffic control will be paid for as incidental to other bid items if there is no specific bid item for traffic control included in the proposal; OR, as a lump sum amount if traffic control is included as a separate pay item in the proposal. Lump Sum price for traffic control includes furnishing, installing and maintaining the required devices to comply with MUTCD requirements.

TS-6. ENVIRONMENTAL PROTECTION

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

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

TS-7. ASPHALT RUBBER CHIP SEAL

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

The quantities shown in the proposal are approximations only and are for the purpose of comparing bids. The City reserves the right to increase or decrease, within twenty five percent (25%) of the stated quantities, any of the quantities shown and the Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal. See General Condition GC-9 QUANTITIES FURNISHED BIDDERS for additional information.

TS-8. PRECONSTRUCTION MEETING

Prior to the commencement of any work, contractor shall coordinate a Preconstruction Meeting with pertinent contractor and City staff. Preconstruction Meeting shall at a minimum address the following project factors:

- Construction process
- Quality control plan, required to be submitted
- Mix design, required to be submitted
- Materials control
- Materials measurement

- Equipment calibration, required to be submitted
- Traffic control plan
- Equipment/process overview
- Inspection
- Test strip
- Unique project conditions
- Project documentation
- Expectation

SPECIAL PROVISIONS

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

PART 1 GENERAL

1.1 DESCRIPTION

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

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

1.2 SUBMITTALS

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

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

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

PART 2 MATERIALS

2.1 ASPHALT RUBBER (AR) BINDER

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

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

2.2 CRUMB RUBBER MODIFIER (CRM)

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

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

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

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

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

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

CRM Gradations

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

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

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

2.3 ASPHALT MODIFIERS

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

Test Parameter	ASTM Designation	Requirement
Viscosity, cSt. ($m^2/s \times 10^{-6}$) at 100 °C	D445	$x \pm 3^*$
Flash Point, CL. O. C. °F	D92	405 min.
Molecular Analysis		
Asphaltenes, Percent by Weight	D2007	0.1 max.
Aromatics, Percent by Weight	D2007	55 min.

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

2.4 MATERIAL FORMULATION REQUIREMENTS FOR ASPHALT RUBBER BINDER

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

reactions occur that alter the properties of the base asphalt and causes the CRM to swell thereby increasing viscosity.

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

Asphalt modifier shall be added at an amount of 2.5 to 6.0 percent by weight of the paving asphalt based on the recommendation of the AR binder supplier. The paving asphalt temperature shall remain between 375°F and 450°F during the asphalt modifier addition. If the asphalt modifier is combined with the paving asphalt before being blended with the CRM, the combined paving asphalt and asphalt modifier shall be mixed by circulation for a period of not less than 20 minutes. This premixing of asphalt modifier and the paving asphalt will not be required when all ingredients of the AR binder are proportioned and mixed simultaneously.

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

The combined materials shall be reacted for a minimum of 60 minutes after incorporation of all the CRM at a temperature of not less than 375° F or more than 415° F. The temperature shall not be higher than 10° F below the actual flash point of the AR binder. The reacted AR binder shall be maintained at a temperature of not less than 375° F or more than 415° F.

Contractor shall note that any AR Binder containing SBS polymers shall not be heated above 400° F as this will cause the polymers to breakdown.

2.5 HOT AR BINDER (ASPHALT, MODIFIER AND CRM)

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

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

Additional scrap tire CRM may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10

percent of the total binder weight. Reheated AR binder shall conform to the requirements for blended AR binder.

2.6 AGGREGATE

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

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

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

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

Los Angeles Wear, 500 Rev. 35% max.

Degradation Factor 30 min.

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

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

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

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

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

2.7 DOCUMENTATION, CERTIFICATION, APPROVAL PROCESS AND TESTING

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

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

1. Viscosity Testing

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

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

2. Mix Design Submittals

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

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

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

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

A. Aggregates

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

B. Asphalt Rubber Binder Formulation – Type II

- i. Paving Asphalt and Modifiers - Percent of Total Binder
 - a. Percent Asphalt of Paving Asphalt
 - b. Percent Extender Oil of Paving Asphalt
- ii. Crumb Rubber Modifier (CRM) - Percent of Total Binder
 - a. Percent Scrap tire rubber of total rubber
 - b. Percent Natural rubber of total rubber based on:
 - i. Specification
 - ii. Chemical analysis of natural rubber
- iii. SBS polymer – Percent of Total Binder
 - a. Percent Asphalt of Paving Asphalt

C. Crumb Rubber Modifier – Type II

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

D. Certification of Compliance (COC) – Type II

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

In summary:

- i. Paving Asphalt including source and grade
- ii. Extender Oil including source and type
- iii. Asphalt Additives including source and type
- iv. Scrap Tire Rubber including source and type

- v. Natural Rubber including source and type
- vi. SBS Polymer including source and type

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

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

PART 3 CONSTRUCTION REQUIREMENTS

3.1 EQUIPMENT

General

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

Asphalt Rubber Distributor

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

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

Distributors shall be able to fully turn around (180 degrees) within typical City cul-de-sac areas.

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

The distributor shall have a platform on the rear of the vehicle and an observer shall accompany the distributor. The observer shall ride in such a position that all spray nozzles are in full view and readily accessible for unplugging plugged nozzles, should plugging occur.

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

Aggregate Spreader

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

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

Rollers

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

foam filled. The rubber-tired rollers shall have a gross 3 load adjustable to apply 200 – 250 pounds per inch of rolling width. Foam filled tires can be utilized.

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

Hauling Equipment

Tailgate discharge trucks for hauling aggregate shall be equipped with a device to lock on to the hitch at the rear of the aggregate spreader. Haul trucks shall be compatible with the aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short of a bed which results in spilling while dumping into the receiving hopper.

Sweepers

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

Asphalt-heating Tank

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

Mechanical Mixer

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

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

During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than $\pm 25^{\circ}$ F.

3.2 NOTIFICATION AND TRAFFIC CONTROL

Notification

City of Moscow will provide advance notification to all residents within the project limits approximately one to two months prior to start of the project. The Contractor will be responsible for notifying affected businesses and residents by flyer / door hangers or other approved method a minimum of 72 hours in advance of their work. The information shall be approved by the Engineer prior to use and shall include information such as: date(s) and time that their operation will be in progress; what residents should expect and the conditions for which they should be made aware of; a request that any irrigation or other items that cause the roadway to become saturated to be turned off; an on-site Field Supervisor's contact name with mobile phone number; and to provide a knowledgeable person that can address special access needs during the construction work or to answer questions.

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

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the Work.

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

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

Temporary traffic Control

Temporary traffic control shall consist of furnishing all necessary materials, labor, equipment and incidentals necessary to adequately sign, flag and direct vehicular traffic and pedestrians through or around the project. Traffic control must conform to the requirements of TS-5 TRAFFIC CONTROL/R.O.W. USE PERMITS, the Manual on Uniform Traffic Control Devices (MUTCD) and these Specifications.

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

Approval of construction signing and flagging assignment must be made in the field by the Engineer prior to any paving operations.

A sufficient number of barricades and flashers shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the latest edition of the MUTCD. When flagging is to be used, an adequate number of certified flaggers must be provided for each movement of traffic. The Contractor shall have flagging vests and stop paddles on the job for use in flagging operations. The Contractor must be prepared to provide unexpected signing if construction operations dictate the need. The Contractor must also provide an individual to function as a contact for Traffic Control Maintenance in evenings and weekends.

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

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

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

3.3 WEATHER LIMITATIONS

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

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

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

3.4 PREPARATION OF ROADWAY SURFACE

The surface of the roadways shall be swept shortly before on the same day the AR Chip Seal is to be applied by the Contractor with a power broom until it is free from dirt or other foreign matter. Dust shall be controlled during street cleaning by sprinkling the surface with water (if necessary) as directed by the Engineer. The Contractor shall use hand push brooms to clean omissions of the power broom at intersections and where rock has been thrown on road surface by traffic prior to application of asphalt. In addition to power and hand brooms, the use of other equipment may be necessary to thoroughly clean the roadway prior to the application of AR chip seal. A hand held blower type unit will be allowed at the discretion of the Engineer. If there are any areas of accumulation of oil and grease, it may be necessary to burn off the deleterious materials. A choke coat of aggregate will not be allowed to mitigate these areas or other asphalt spills; rather they shall be removed/cleaned to the satisfaction of the Engineer.

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

3.5 APPLICATION OF ASPHALT RUBBER AND AGGREGATE

General

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

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

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

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

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

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

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

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

Application Rates

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

Asphalt Rubber (AR) Chip Seal Application Rate

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

Correction for Surface Conditions

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

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

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

Adjustment Rates

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

Application of AR binders and Aggregates

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

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

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

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

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

Rolling

Prompt rolling is critical to achieve adequate aggregate embedment. It is important that the aggregate is rolled before the binder becomes cold or too viscous to achieve proper embedment. Therefore, one complete surface roll will be completed in one pass and shall begin immediately behind the spreader.

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

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

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

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

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

Sweeping/Finishing

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

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

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

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

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

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

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

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

PART 4 MEASUREMENT AND PAYMENT

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

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

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

SP-2. FOG SEAL

PART 1 GENERAL

1.1 DESCRIPTION

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

PART 2 MATERIALS

2.1 CATONIC EMULSIFIED ASPHALT

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

Cationic Emulsified Asphalt Table

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

^aThe demulsibility test shall be made within 30 days from date of shipment.

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

PART 3 CONSTRUCTION REQUIREMENTS

3.1 EQUIPMENT

General

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

Distributor

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

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

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

3.2 PAVEMENT SEALING – FOG SEAL

Where shown in the Plans or directed by the Engineer, the Contractor shall apply a fog seal. Before application of the fog seal, all surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. The existing pavement surface shall be dry. The fog seal emulsified asphalt shall be CSS-1 or CSS-1h diluted with water at a rate of one part water to one part emulsified asphalt unless otherwise approved by the Engineer. The fog seal shall be uniformly applied to the pavement at a diluted rate of 0.10 – 0.18 gal/S.Y. The finished application shall be free of streaks and bare spots.

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

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

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

3.3 WEATHER LIMITATIONS

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

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

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

PART 4 MEASUREMENT AND PAYMENT

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

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

SP-2. FOG SEAL S.Y.

APPENDIX I

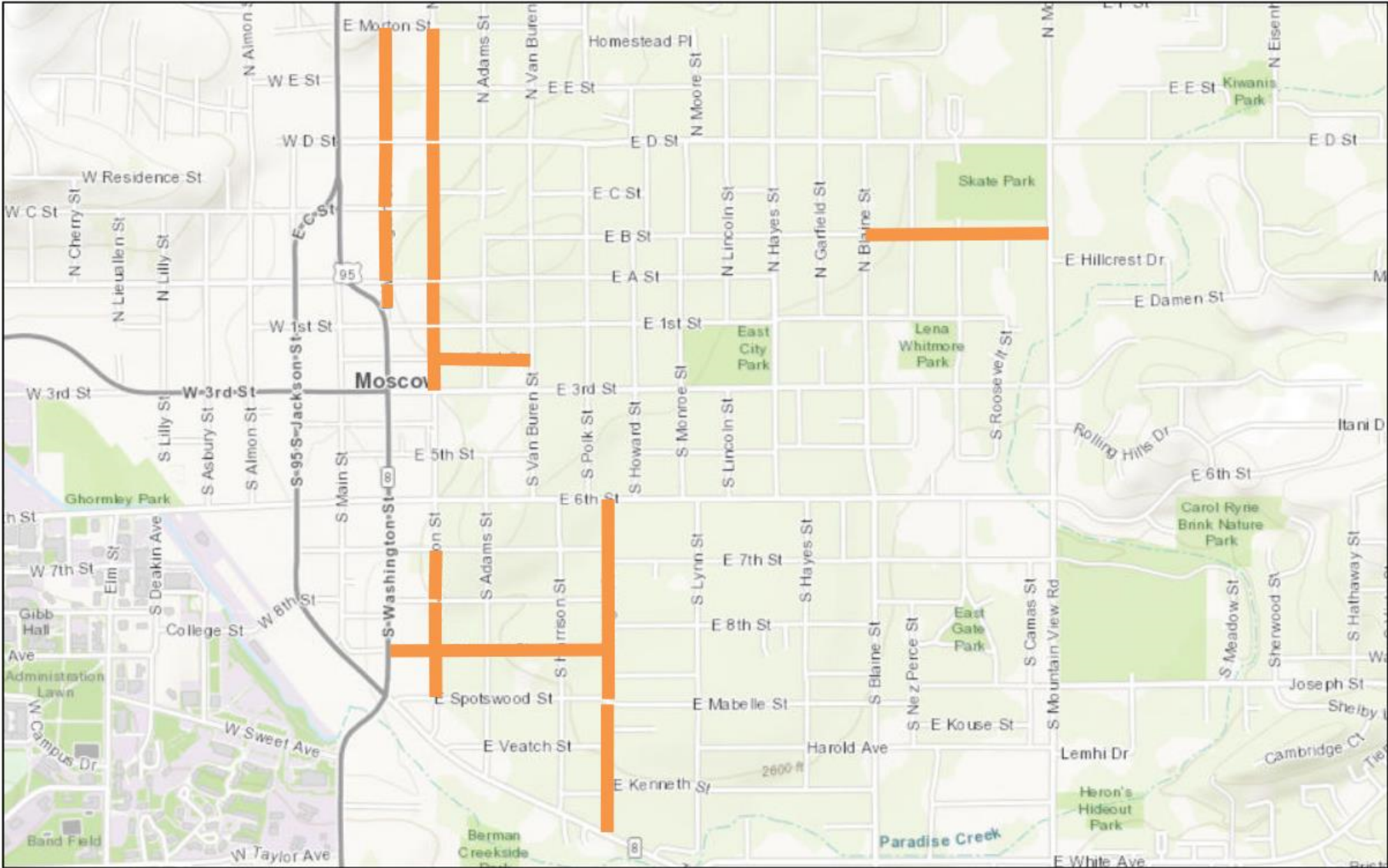
WORK INVENTORY AND MAPS ASPHALT RUBBER CHIP SEAL

WORK INVENTORY/SCOPE

ASPHALT RUBBER CHIP SEAL

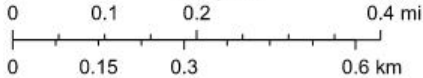
LOCATIONS:

Road Locations	Area (SY)
Washington St. – Morton St. to D St.	2,704
Washington St. – D St. to C St.	1,575
Washington St. – C St. to A St.	1,708
Washington St. – A St. to 1 St.	477
Jefferson St. – Morton St. to D St.	2,931
Jefferson St. – D St. to A St.	3,355
Jefferson St. – A St. to 1 st St.	1,029
Jefferson St. – 1 st St. to 3 rd St.	1,671
Jefferson St. – 7 th St. to 8 th St.	1,149
Jefferson St. 8 th St. to Lewis St.	1,132
Jefferson St. Lewis St. to Spotswood St.	1,104
B St.- Mountain View Rd. to Blaine St.	5,027
Logan St. – 6 th St.to Mabelle St.	4,920
Logan St. – Mabelle St. to Troy Hwy.	3,131
Lewis St. – Washington St. to Logan St.	5,334
2 nd St. – Van Buren St. to Jefferson St.	2,312
Approximate Total Area:	39,559



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Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA, City of Moscow



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

**DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:**

ASPHALT RUBBER CHIP SEAL - 2023

CITY OF MOSCOW PROJECT NO. 113-023

CITY OF MOSCOW, IDAHO

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

Plans, Specifications and Proposal

For

ASPHALT RUBBER CHIP SEAL - 2023

CITY OF MOSCOW PROJECT NO. 113-023



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

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the Community Development Building (Engineering Division) at 504 S. Washington Street, Moscow, Idaho 83843, and clearly marked **“Bid Enclosed – ASPHALT RUBBER CHIP SEAL - 2023”** until **2:00 p.m.**, prevailing local time, **Tuesday, March 28, 2023**, for the following project:

ASPHALT RUBBER CHIP SEAL - 2023

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

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

Road Locations	Area (SY)
Washington St. – Morton St. to D St.	2,704
Washington St. – D St. to C St.	1,575
Washington St. – C St. to A St.	1,708
Washington St. – A St. to 1 St.	477
Jefferson St. – Morton St. to D St.	2,931
Jefferson St. – D St. to A St.	3,355
Jefferson St. – A St. to 1 st St.	1,029
Jefferson St. – 1 st St. to 3 rd St.	1,671
Jefferson St. – 7 th St. to 8 th St.	1,149
Jefferson St. 8 th St. to Lewis St.	1,132
Jefferson St. Lewis St. to Spotswood St.	1,104
B St.- Mountain View Rd. to Blaine St.	5,027
Logan St. – 6 th St. to Mabelle St.	4,920
Logan St. – Mabelle St. to Troy Hwy.	3,131
Lewis St. – Washington St. to Logan St.	5,334
2 nd St. – Van Buren St. to Jefferson St.	2,312
Total Area:	39,559

Complete digital Project Manual and Project Plans, may be viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on “Business” / “Bid Opportunities” / “Asphalt Rubber Chip Seal – 2023”

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$22.00**. The Quest project number is **8409638**. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

The Contract Documents may also be examined at the Community Development Building (Engineering Division), 504 S Washington Street, Moscow, ID 83843.

Questions should be directed to Britany Luft., City of Moscow Engineering Division, 504 S Washington Street, Moscow, ID, via Email only at: bluft@ci.moscow.id.us

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

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

Britany Luft

Britany Luft, Deputy City Clerk

Publish Dates: March 11 & 18, 2023

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 3/28/2023

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for ASPHALT RUBBER CHIP SEAL - 2023, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Community Development Building, 504 S Washington Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

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

8. The undersigned, as a bidder, acknowledges that Addenda Number 0 through 5 have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Works License Number 051236-AAA-2 . RCE-54799
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. <u>None</u>			
b. _____			
c. _____			
d. _____			
e. _____			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for ASPHALT RUBBER CHIP SEAL - 2023 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

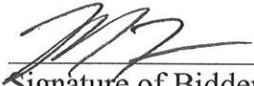
BID SCHEDULE

ASPHALT RUBBER CHIP SEAL - 2023

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Asphalt Rubber Chip Seal Type II	39,559 SY	\$ 9.97	\$ 394,403 ²³
2.	Fog Seal	39,559 SY	\$ 1.00	\$ 39,559 ⁰⁰
			BID TOTAL	\$ 433,962²³

Doolittle Construction LLC
Firm Name of Bidder

PO Box 1819 Snoqualmie, WA 98065
Bidders Mailing Address



Signature of Bidder

051236-AAA-2
Public Works License No.

Senior Vice President
Official Title

Washington
State of Incorporation, if Incorporated

SEAL (If Incorporated)

Dated at Sacramento, CA

This 28th day of March, 2023

BID BOND

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

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

as Principal, and Philadelphia Indemnity Insurance Company

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

(hereinafter called the Obligeo) in the penal sum of Five Percent (5%) of Total Amount Bid

_____ Dollars (\$ 5%)
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Asphalt Rubber Chip Seal-2023, 113-023

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligor for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 28th day of March, 2023

Witness

Doolittle Construction, LLC (Seal)
Principal
 Marc Thoresen Senior, V.P.
Title


_____ **Witness**

Philadelphia Indemnity Insurance Company

By  _____

Jim S. Kuich Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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

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

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

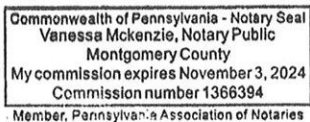
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of March, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 17, 2023



AGENDA ITEM TITLE

Palouse Mall AC Water Main Replacement Bid Results and Contract Award - Nate Suhr

RESPONSIBLE STAFF

Nate Suhr, Staff Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Palouse Mall AC Water Main Replacement project consists of the removal and replacement of approximately 740 feet of 12-inch asbestos cement (AC) water main located behind the northeast corner of the Palouse Empire Mall. This project will also replace various drainage structures, water valves, and fire hydrants as needed. The replacement is necessary due to the brittle nature of AC pipe which is of high concern, especially when located near a production well where it will see daily pressure fluctuations due to well operation. The City published an advertisement for bids on March 11, 2023. The Engineer's Estimate for construction was \$481,185.00. Bids were opened on March 28, 2023, at which three (3) bids were received. The bids ranged from \$422,530.00 to \$518,188.00. Of those bids, the lowest responsive bid received was submitted by M.L. Albright & Sons, of Lewiston, ID with a bid of \$422,530.00. A bid analysis is included in the packet.

REVIEWED BY

This bid result was presented to the Public Works/Finance Committee on Monday April 10, 2023 and recommended for approval.

PROPOSED ACTIONS

ACTION: Accept the bid from M.L. Albright & Sons, Inc., award the contract in the amount of \$422,530.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

STAFF RECOMMENDATION

Accept the low bid from M.L. Albright & Sons, Inc., award the contract in the amount of \$422,530.00, and authorize staff approval of construction change orders in an amount not to exceed 10% (\$42,253.00) of the contract amount.

OTHER RESOURCES

FISCAL IMPACT

Funds for the Palouse Mall AC Water Main Replacement will be expended from the Water Main Improvements Program (320-220-770-73).

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. Palouse Mall AC Water Main - Bid Tabulation
2. Palouse Mall AC Construction Agreement _ Final with attachments

Palouse Mall AC Water Main Replacement - 2023

Bids Opened 3/28/2023

				Engineer's Estimate		Low Bidder					
Item No.	Item Description	QTY	Unit	Unit Price	Amount	Bid From: M.L. Albright		Bid From: Germer Construction		Bid From: Stewart Constructing	
						Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SP 1	Mobilization	1	LS	\$ 44,000.00	\$ 44,000.00	\$ 50,000.00	\$ 50,000.00	\$ 36,775.00	\$ 36,775.00	\$ 60,000.00	\$ 60,000.00
	Removals										
SP 2.A	Remove / Dispose of Bituminous Surface	560	SY	\$ 18.00	\$ 10,080.00	\$ 4.00	\$ 2,240.00	\$ 4.00	\$ 2,240.00	\$ 16.00	\$ 8,960.00
SP 2.B	Remove / Dispose of Concrete Sidewalk	8.5	SY	\$ 15.00	\$ 127.50	\$ 100.00	\$ 850.00	\$ 34.00	\$ 289.00	\$ 140.00	\$ 1,190.00
SP 2.C	Remove / Dispose of Concrete Curb & Gutter	28	LF	\$ 20.00	\$ 560.00	\$ 20.00	\$ 560.00	\$ 11.00	\$ 308.00	\$ 50.00	\$ 1,400.00
SP 2.D	Remove & Dispose of Drainage Structure	1	EA	\$ 650.00	\$ 650.00	\$ 1,300.00	\$ 1,300.00	\$ 865.00	\$ 865.00	\$ 1,200.00	\$ 1,200.00
SP 2.E	Remove / Dispose 12" A/C Water Main	735	LF	\$ 80.00	\$ 58,800.00	\$ 94.00	\$ 69,090.00	\$ 110.00	\$ 80,850.00	\$ 60.00	\$ 44,100.00
SP 2.F	Remove / Dispose Air Release & Manhole	2	EA	\$ 850.00	\$ 1,700.00	\$ 2,100.00	\$ 4,200.00	\$ 2,350.00	\$ 4,700.00	\$ 1,200.00	\$ 2,400.00
SP 2.G	Remove / Dispose of Fire Hydrant	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 2,100.00	\$ 4,200.00	\$ 600.00	\$ 1,200.00	\$ 2,500.00	\$ 5,000.00
	Installation										
SP 3.A	Install 12" C-900 (Class C Backfill)	153	LF	\$ 280.00	\$ 42,840.00	\$ 113.00	\$ 17,289.00	\$ 160.00	\$ 24,480.00	\$ 150.00	\$ 22,950.00
SP 3.B	Install 12" C-900 (Class F Backfill)	585	LF	\$ 300.00	\$ 175,500.00	\$ 111.00	\$ 64,935.00	\$ 193.00	\$ 112,905.00	\$ 155.00	\$ 90,675.00
SP 4	Install 8" C-900 (Class F Backfill)	38	LF	\$ 150.00	\$ 5,700.00	\$ 77.00	\$ 2,926.00	\$ 335.00	\$ 12,730.00	\$ 170.00	\$ 6,460.00
SP 5	Install 6" C-900 (Class F Backfill)	17	LF	\$ 100.00	\$ 1,700.00	\$ 105.00	\$ 1,785.00	\$ 324.00	\$ 5,508.00	\$ 170.00	\$ 2,890.00
SP 6	Install 2" Water Service (Class F Backfill)	115	LF	\$ 20.00	\$ 2,300.00	\$ 38.00	\$ 4,370.00	\$ 60.00	\$ 6,900.00	\$ 100.00	\$ 11,500.00
SP 7	Install 12" Butterfly Valve	7	EA	\$ 6,000.00	\$ 42,000.00	\$ 5,560.00	\$ 38,920.00	\$ 2,900.00	\$ 20,300.00	\$ 6,700.00	\$ 46,900.00
SP 8	Install 8" Gate Valve	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 3,332.00	\$ 9,996.00	\$ 2,415.00	\$ 7,245.00	\$ 5,000.00	\$ 15,000.00
SP 9	Install Fire Hydrant	2	EA	\$ 11,000.00	\$ 22,000.00	\$ 9,675.00	\$ 19,350.00	\$ 8,740.00	\$ 17,480.00	\$ 13,000.00	\$ 26,000.00
	Water										
SP 10	Water Service Connection	3	EA	\$ 1,400.00	\$ 4,200.00	\$ 5,223.00	\$ 15,669.00	\$ 6,625.00	\$ 19,875.00	\$ 6,300.00	\$ 18,900.00
SP 11	Connect to Existing Main	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 2,500.00	\$ 5,000.00	\$ 5,110.00	\$ 10,220.00	\$ 8,000.00	\$ 16,000.00
SP 12	Seperation of Potable and Non-Potable Pipeline	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 4,350.00	\$ 4,350.00	\$ 6,650.00	\$ 6,650.00	\$ 5,000.00	\$ 5,000.00
SP 13	Install Drainage Structiure	1	EA	\$ 2,750.00	\$ 2,750.00	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00	\$ 7,000.00	\$ 7,000.00
	Asphalt										
SP 14	3/4" (-) Crushed Rock Base (6")	80	TON	\$ 40.00	\$ 3,200.00	\$ 60.00	\$ 4,800.00	\$ 44.00	\$ 3,520.00	\$ 63.00	\$ 5,040.00
SP 15	1 1/4" (-) Crushed Rock Base (8")	11	TON	\$ 40.00	\$ 440.00	\$ 100.00	\$ 1,100.00	\$ 51.00	\$ 561.00	\$ 63.00	\$ 693.00
SP 16	Soft Spot Repair	60	SY	\$ 50.00	\$ 3,000.00	\$ 110.00	\$ 6,600.00	\$ 31.00	\$ 1,860.00	\$ 100.00	\$ 6,000.00
SP 17	Hot Mix Asphalt Patching	98	TON	\$ 200.00	\$ 19,600.00	\$ 220.00	\$ 21,560.00	\$ 318.00	\$ 31,164.00	\$ 335.00	\$ 32,830.00
	Sidewalk										
SP 18	Concrete Curb and Gutter Type "B"	28	LF	\$ 50.00	\$ 1,400.00	\$ 125.00	\$ 3,500.00	\$ 95.50	\$ 2,674.00	\$ 200.00	\$ 5,600.00
SP 19	Concrete Sidewalk	8.5	SY	\$ 75.00	\$ 637.50	\$ 260.00	\$ 2,210.00	\$ 168.00	\$ 1,428.00	\$ 500.00	\$ 4,250.00
SP 20	Fire Hydrant Bollard	4	EA	\$ 2,000.00	\$ 8,000.00	\$ 1,100.00	\$ 4,400.00	\$ 945.00	\$ 3,780.00	\$ 1,200.00	\$ 4,800.00
SP 21	Inlet Protection	3	EA	\$ 200.00	\$ 600.00	\$ 110.00	\$ 330.00	\$ 315.00	\$ 945.00	\$ 150.00	\$ 450.00
	MISC										
SP 22	Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
SP 23	Force Account	1		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
				TOTAL	\$ 481,185.00	TOTAL	\$ 422,530.00	TOTAL	\$ 480,202.00	TOTAL	\$ 518,188.00

**CONSTRUCTION AGREEMENT
FOR PALOUSE MALL AC WATER MAIN REPLACEMENT
BETWEEN CITY OF MOSCOW, IDAHO
AND M.L. ALBRIGHT & SONS, INC.**

THIS CONSTRUCTION AGREEMENT FOR PALOUSE MALL AC WATER MAIN REPLACEMENT BETWEEN CITY OF MOSCOW, IDAHO, AND M.L. ALBRIGHT & SONS, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2023, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and M.L. Albright & Sons, Inc. 6182 Lapwai 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: Palouse Mall AC Water Main Replacement – 2023, City of Moscow Project No. 102-021, consisting of 138 Pages;
2. Bid Proposal of CONTRACTOR, dated March 28, 2023, see Attachment 'B', consisting of 7 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:

"Palouse Mall AC Water Main Replacement"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than April 24, 2023, and shall be substantially completed no later than November 3, 2023. The work shall be completed within thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

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 Four Hundred Twenty-Two Thousand Five Hundred Thirty (\$422,530.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Four Hundred Twenty-Two Thousand Five Hundred Thirty (\$422,530.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6.
SCOPE OF SERVICES

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

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

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

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that it 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 reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

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

**ARTICLE 14.
SPECIAL WARRANTY**

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

**ARTICLE 15.
COMMUNICATIONS**

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

CONTRACTOR:

M.L. Albright & Sons, Inc.
Marv Albright
6182 Lapwai Road
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, Marv Albright, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind M.L. Albright & Sons, Inc. to this Agreement.

CONTRACTOR:

M.L. Albright & Sons, Inc.

CITY:

City of Moscow, Idaho

By: Marv Albright, President

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 _____, 2023, before me, a Notary Public in and for said State, appeared Marv Albright, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for M.L. Albright & Sons, Inc.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

**PALOUSE MALL AC WATER MAIN REPLACEMENT -
2023**

CITY OF MOSCOW PROJECT NO. 102-021

CITY OF MOSCOW, IDAHO

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

Plans, Specifications and Proposal

For

PALOUSE MALL AC WATER MAIN REPLACEMENT - 2023

CITY OF MOSCOW PROJECT NO. 102-021



**STAFF ENGINEER:
NATE SUHR, P.E.**

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the Community Development Building (Engineering Division) at 504 South Washington Street, Moscow, Idaho 83843, and clearly marked **“Bid Enclosed –PALOUSE MALL AC WATER MAIN REPLACEMENT - 2023”** until **2:00 p.m.**, prevailing local time, **Tuesday, March 28, 2023**, for the following project:

PALOUSE MALL AC WATER MAIN REPLACEMENT - 2023

At **2:05 p.m., on the same day**, all proposals will be publicly opened and read aloud in the Community Development Building, Main Floor Conference Room, at 504 South Washington Street, Moscow, ID 83843.

This project consists of, but is not limited to, the removal of; approximately 735 feet of 12 inch asbestos cement water main, drainage structure, manholes, fire hydrants, bituminous surface, sidewalk, and curb & gutter for the purpose of replacing the water main. Removal and disposal of asbestos cement water main will be accomplished in accord with all state and federal asbestos regulations. This project will also require the installation of 735 feet 12 inch C-900 water main, re-connection of three water services, three fire services, installation of two fire hydrants, and the installation of a drainage structure. The installation of new water main includes, but is not limited to, paving of all removed asphalt roadway, replacing sidewalk and curb & gutter.

Complete digital Project Manual and Project Plans, may viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on “Business” / “Bid Opportunities” / “Palouse Mall AC Water Main Replacement”

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$22.00**. The Quest project number is **8410733**. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT - All communication about this project, including addenda **will only be issued** via QuestCDN, and **only to those firms listed on the Plan Holder’s List**. Project Documents may also be examined at the City of Moscow Haddock Building (Engineering Division), 504 South Washington Street, Moscow, ID 83843.

Questions should be directed to Britany Luft, City of Moscow Engineering Division, 504 South Washington Street, Moscow, ID. Phone 208-883-7034 or Email: bluft@ci.moscow.id.us

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

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

Britany Luft, Deputy City Clerk

Publish Dates: March 11, 2023 & March 18, 2023

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 PALOUSE MALL AC WATER MAIN REPLACEMENT - 2023, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Haddock Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid 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 PALOUSE MALL AC WATER MAIN REPLACEMENT - 2023 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>
SP 1.	Mobilization	1 LS	\$	\$
SP 2.A	Remove / Dispose Bituminous Surface	560 SY	\$	\$
SP 2.B	Remove / Dispose of Concrete Sidewalk	8.5 SY	\$	\$
SP 2.C	Remove / Dispose of Concrete Curb & Gutter	28 LF	\$	\$
SP 2.D	Remove / Dispose of Drainage Structure	1 EA	\$	\$
SP 2.E	Remove / Dispose 12" AC Water Main	735 LF	\$	\$
SP 2.F	Remove / Dispose Air Release & Manhole	2 EA	\$	\$
SP 2.G	Remove / Dispose of Fire Hydrant	2 EA	\$	\$
SP 3.A	12- Inch AWWA C-900 (Class C Backfill)	153 LF	\$	\$
SP 3.B	12- Inch AWWA C-900 (Class F Backfill)	585 LF	\$	\$
SP 4	8- Inch AWWA C-900 (Class F Backfill)	38 LF	\$	\$
SP 5	6- Inch AWWA C-900 (Class F Backfill)	17 LF	\$	\$
SP 6	2-Inch PEP Service Line (Class F Backfill)	115 LF	\$	\$
SP 7	Install 12" Butterfly Valve	7 EA	\$	\$
SP 8	Install 8" Gate Valve	3 EA	\$	\$
SP 9	Install Fire Hydrant	2 EA	\$	\$
SP 10	Water Service Connection	3 EA	\$	\$
SP 11	Connect to Existing Main	2 EA	\$	\$
SP 12	Separation of Potable and Non-Potable Pipelines	1EA	\$	\$
SP 13	Install Drainage Structure	1 EA	\$	\$
SP 14	¾" (-) Crushed Rock Base	80 TON	\$	\$
SP 15	1 ¼" (-) Crushed Rock Base	11 TON	\$	\$

SP 16	Soft Spot Repair	60 SY	\$ _____	\$ _____
SP 17	Hot Mix Asphalt Patching	98 TON	\$ _____	\$ _____
SP 18	Concrete Curb & Gutter Type "B"	28 LF	\$ _____	\$ _____
SP 19	Concrete Sidewalk	8.5 SY	\$ _____	\$ _____
SP 20	Fire Hydrant Bollard	4 EA	\$ _____	\$ _____
SP 21	Inlet Protection	3 EA	\$ _____	\$ _____
SP 22	Traffic Control	1 EA	\$ _____	\$ _____
SP 23	Force Account	1 EST	\$ 50,000	\$ 50,000
			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 _____, 2023

**CONSTRUCTION AGREEMENT
FOR PALOUSE AC WATER MAIN REPLACEMENT - 2023
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR **PALOUSE AC WATER MAIN REPLACEMENT - 2023** BETWEEN CITY OF MOSCOW, IDAHO, AND **COMPANY** (hereinafter "Agreement"), dated this ____ day of _____, 2023, 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 **Company Name and Address** (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: **PALOUSE AC WATER MAIN REPLACEMENT - 2023**, consisting of **number of pages**;
2. Bid Proposal of CONTRACTOR, dated **date**, 2021, see Attachment 'B', consisting of **number of pages**;
3. Performance and Payment Bonds and 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:

“PALOUSE AC WATER MAIN REPLACEMENT - 2023”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before Date, or other time considerations, 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 Dollar Amount (\$000.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of Dollar Amount (\$000.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6.

SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

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

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 of Moscow
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 **Name**, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind **Company** to this Agreement.

CONTRACTOR:

Company Name

CITY:

City of Moscow, Idaho

By: **Authorized Agent**

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 _____, 2023, before me, a Notary Public in and for said State, appeared **Authorized Agent**, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for **Company Name**.

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

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

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

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

- A. Additional information relative to the Plans and Specifications may be obtained from the office of the City Engineer.

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

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

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

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

IB-5. PROPOSAL GUARANTY

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

IB-6. RETURN OF PROPOSAL GUARANTY

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

IB-7. QUALIFICATIONS OF BIDDER

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

IB-8. AWARD OF CONTRACT

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

IB-9. FAILURE TO EXECUTE CONTRACT

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

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor shall not discriminate against any employee or applicant for employment because 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. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their 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. Such action 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. The 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.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

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

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

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

IB-13. PERFORMANCE PERIOD

- A. This work shall start no earlier than April 24, 2023 and shall be substantially completed no later than November 3, 2023. The work shall be completed within Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

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

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an

alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

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

GENERAL CONDITIONS

GC-1. COMPLIANCE

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

GC-2. DEFINITIONS

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

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

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

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

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

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

GC-5. INVESTIGATION BY BIDDERS

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

GC-6. NON-DISCRIMINATION

- A. The Contractor will not 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.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

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

GC-8. CONTRACTS

- A. Contract Form
 - 1. A copy of the construction agreement form is included in these documents.
- B. Execution of Agreement

1. Within ten (10) days after receiving properly prepared Contract Documents from CITY, the successful bidder shall sign the Agreement. Work shall be started upon written notice to proceed from the Engineer.

C. Subcontracts

1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.

a. The Contractor shall bind every subcontractor to the following:

- (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
- (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
- (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.

b. The Contractor agrees:

- (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
- (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the

amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.

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

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

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or

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

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

1. If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him/her, or if the Engineer should fail to issue any certificate for payment within twenty-two (22) days after it is due, or if CITY should fail to pay to the Contractor within twenty-two (22) days of its maturity and

presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to CITY and Engineer, stop work or terminate this Agreement or recover from CITY payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment:

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

GC-9. QUANTITIES FURNISHED BIDDERS

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

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

increase in Contract Time necessary for completion, CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of one hundred twenty-five percent (125%) of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the CITY or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with the General Conditions.

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

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

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.
- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

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

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested

in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.

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

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

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

1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.
 2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety

and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying CITY of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

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

costs. Payment for changed and extra work will be made in accordance with section GC-11.

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

GC-16. PERFORMANCE AND PAYMENT BONDS

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

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

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

policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.

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

GC-18. PATENT ROYALTIES AND PROCESS FEES

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

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

- A. The Contractor shall be responsible for all work until its acceptance by CITY.

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

GC-20. USE OF COMPLETED PORTION

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

GC-21. SIGNATURES

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

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

GC-22. ORDERS TO BEGIN WORK

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

GC-23. ORDER OF WORK

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

GC-24. EFFICIENCY OF OPERATION/LICENSING

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

GC-25. PROTECTION OF WORK AND PROPERTY

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

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

GC-26. RESPONSIBILITY FOR SAFETY

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

GC-27. GUARDS AND BARRICADES

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

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

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

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

GC-29. MAINTAINING POSTAL SERVICE

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

GC-30. EMERGENCY WORK

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

GC-31. SUPERVISION OF WORK

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

GC-32. CORRECTION AND COMPLETION OF WORK

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

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

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

B. Correction of Work after Final Payment:

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

C. Deductions for Uncorrected Work:

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

GC-33. SUBSTITUTES CLAUSE

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

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

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

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

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

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

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

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

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

GC-36. STREET CLEANUP DURING CONSTRUCTION

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

GC-37. CLEANUP

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

GC-38. PROOF OF TAX PAYMENT

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

GC-39. HOLD HARMLESS REQUIREMENT

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

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

GC-40. JURISDICTION AND DISPUTE RESOLUTION

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

GC-41. PERMITS AND LICENSES

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

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

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

GC-42. ENVIRONMENTAL MATTERS

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

GC-43. NO THIRD PARTY BENEFICIARIES

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

GC-44. COMPLIANCE WITH GRANT CONDITIONS

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

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

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

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

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

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

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

2.1 Traffic Control

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

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

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

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

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

2.2 Right of Way Use Permits

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

2.3 Payment: Traffic Control

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

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

ES-3. MATERIALS

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

ES-4. REMOVALS AND DISPOSALS

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

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

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

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

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

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

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

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

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

ES-5. EARTHWORK

5.1 Excavation

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

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

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

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

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

5.2 Structural Fill

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

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

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

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

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

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

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

5.3 Payment

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

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

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

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

6.2 Construction Requirements

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

6.3 Payment

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

ES-7. CRUSHED ROCK BASE

7.1 Description

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

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

7.2 Aggregate

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

Sieve Size	Percent Passing
1 inch	100
¾ inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

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

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

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90 – 100
½ inch	60 – 80
No. 4	35 – 60
No. 8	25 – 50
No. 30	10 – 30
No. 200	2 – 9

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

7.3 Test Methods

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

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

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

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

7.5 Mixing

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

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

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

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

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

7.6 Shaping and Compaction

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

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

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

7.7 Payment

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

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

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

Dispose of the excavated material per Specification ES-4.

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

8.3 Payment

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

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

ES-9. WATERING

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

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

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

ES-10. WEIGHING

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

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

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

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

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

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

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

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

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

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

The temperature of the concrete shall not exceed 80 degrees F at the time of placement. When the combination of ambient air temperature, concrete temperature, humidity and wind is such that rapid evaporation of moisture from the concrete surface will take place, the Contractor shall take measures to slow the evaporation to tolerable limits. Such measures may include, but not limited to, erecting sun shades or placing at night or early morning. Ice may be used as a part of the mixing water providing it has completely melted by the time mixing is completed.

12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, he/she may declare the concrete defective and require the removal and replacement of that portion of the structure affected. All holes and depressions shall be cleaned, thoroughly wetted, and filled with cement mortar composed of one part of cement to two parts of sand. All fins caused by form joints and other projections shall be removed above ground line. The resulting surfaces shall be

reasonably smooth and uniform in texture and color. After the concrete is placed, it shall be struck off with a template or a vibrating screen. Concrete shall be finished to an even surface by means of both longitudinal and transverse floats. The use of power trowels will not be permitted.

When concrete sidewalk has hardened sufficiently the surface shall be given a broom finish. The broom shall be of an approved type. The stroke shall be perpendicular to the centerline with adjacent strokes, slightly overlapped. The finish shall be free from porous spots, irregularities, depressions, small pockets or rough spots.

12.7 Curing Concrete

Concrete surfaces shall be kept completely and continuously moist until a curing method is applied. Curing compound shall not be applied to concrete surfaces before the finishing has been acceptably completed and shall not be applied to construction joints or to the inside faces of joints to be sealed with silicone joint sealer. The curing compound shall not be applied during rainfall.

Prior to completion of the curing period, if any membrane surface is marred or damaged by scuffing and wear, the Engineer may require an immediate application of the same type membrane or water cure for the remainder of the cure period.

Membrane forming curing compounds shall be thoroughly mixed before use and agitated during application to prevent settling of the suspended solids. The membrane must be uniformly applied.

Membrane forming curing compounds shall be applied to the finished concrete immediately after the bleed water or free-water sheen leaves the surface of the finished concrete surface.

The curing compound shall be a liquid membrane curing compound conforming to AASHTO M-148 Type I. Curing compound shall be applied under pressure, at the rate of application as directed, and shall be at least 1 gallon per 200 square feet for each application. All concrete cured by this method shall receive two applications of the curing compound for a total minimum coverage of 1 gallon per 100 square feet. The first coat shall be applied immediately after stripping the forms and/or acceptance of the concrete finish. If the surface under the forms has dried the concrete shall be thoroughly wet with water and the curing compound applied just as the surface film of water disappears. The second application shall be applied after the first application has set. During curing operations all unsprayed exposed surfaces shall be kept wet with water.

Should the film become damaged from any cause, within 10 days, the damaged portion shall be repaired immediately with additional compound.

If this curing compound is applied to construction joints, it shall be removed by sandblasting before fresh concrete is placed against them.

All membrane forming curing compounds shall be accompanied by a Manufacturer's Certificate of Compliance and shall be approved by the Engineer, prior to its use.

12.8 Correction of Work After Completion of Construction – Two Year Warranty

The contractor/person installing the concrete shall be responsible for faulty and/or non-conforming materials or workmanship for a period of two (2) years from the date of the initial installation; he/she shall remedy any defects due thereto. The City shall give notice of observed defects with reasonable promptness.

Surface scaling (or spalling) of the new concrete surface will be the fundamental consideration for determining non-conforming workmanship and materials requiring remediation. Scaled surfaces exceeding 5% (randomly dispersed or concentrated) per twenty (20) square feet of concrete surfacing area will be considered defective and shall be replaced. Manner and method as well as configuration of the area requiring replacement will be as directed and approved by the City Engineer. All replacement of concrete shall be as per City standards and at the Contractor's expense.

ES-13. CONCRETE CURB

13.1 General

All concrete curb shall conform to the City of Moscow Standard Drawings, the Plans, and Specifications. Concrete for curbs shall conform to the requirements of ES-11 and ES-12 of these specifications.

13.2 Forms

Curb forms shall be set to line and grade as designated; securely staked, and so constructed as to result in finished lines true to the dimensions and shapes shown on the plans.

Forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing while placing concrete. Where a section must be constructed on a curve, straight lengths of the section shall be short enough that the middle ordinate to the curve, from the face of that section, does not exceed one-half (1/2) inch or the section shall be continuously curved.

13.3 Joints

Expansion joints (or thru joints) shall be provided at intervals of forty-eight (48) feet throughout the length of the curb and at the junction of straight curb and radii and at either end of a driveway or alley section. Pre-formed joint fillers of one-half (1/2) inch or three-eighths (3/8) inch thickness will be placed in expansion joints.

Contraction joints (or "Dummy Joints") shall be constructed every sixteen (16) feet. These joints shall be 1/8-inch minimum thickness and constructed to a minimum depth of 1-1/2 inches by scoring with a tool which will leave the corners rounded and destroy aggregate interlock.

13.4 Construction Requirements

- A. Dimensions. All curbs, unless otherwise specified, shall be in accordance with dimensions conforming to one of the types shown on City of Moscow Standard Drawings as specified by the approved project plans.
- B. Consistency. All Class A curb (cast in place) shall be of good plastic consistency and shall have a slump of three (3) inches and shall be tested by the Engineer according to the provisions of AASHTO T-119.

All Class C curb (extruded) shall meet the requirements for Class A curb, except for the amount of slump which may vary according to the conditions of the concrete mix and the extrusion equipment used. Under no circumstances however, shall the finished curb vary more than one-half (1/2) inch from the design elevation, and not more than ten (10) percent from the dimensions shown in the City of Moscow Standard Drawings and Specifications. Class C curbs will not require expansion joints.

13.5 Finishing

While the concrete is still green, the top and front face, or other exposed portions of the curb, shall be troweled to produce a uniform even surface then given a fine brush finish with brush strokes parallel to the long axis of the curb. Form marks and other irregularities shall be removed. The edges of the curb shall be rounded with an edger. Honeycombed areas in the back of the curb, that in the opinion of the Engineer are not detrimental to the curb, need not be patched.

13.6 Curing

Immediately after finishing, the concrete shall be cured in accordance with the requirements of ES-12.7.

13.7 Backfilling

All curb shall be backfilled as described herein. If sidewalk or concrete pavers are to be constructed behind the curb, all backfill material shall be 3/4" minus crushed aggregate. If the area behind the curb is to be lawn or planted area, the top 16 inches shall be topsoil. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

13.8 Payment

The accepted quantities of curb will be paid for by the unit price per linear foot. Compacted aggregate base under the curb and curb and gutter pan at catch basin locations will be considered incidental to the unit price for the curb. The unit price per linear foot shall include all materials, labor, equipment and other costs incidental to constructing concrete curb as herein specified and as shown on the Plans and special drawings.

ES-14. CONCRETE SIDEWALK

14.1 General

All concrete sidewalk, including driveways, shall conform to the City of Moscow Standard Drawings, Contract Plans, and Specifications. Concrete for sidewalks shall conform to the requirements of ES-11 and ES-12 of these specifications.

14.2 Gravel Base

Sidewalk shall be constructed on a compacted base of (3/4) inch minus crushed rock; base aggregate shall be placed on compacted, non-pumping subgrade. The crushed rock shall have the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

The total thickness of the gravel base shall be at least six (6) inches, compacted, in-place.

The gravel base shall be graded, rolled, tamped, or otherwise compacted to ninety-five (95) percent of the maximum density determined in accordance with AASHTO T-99.

The gravel base shall be thoroughly sprinkled with water before the concrete is placed.

All cost for furnishing and placing gravel base for sidewalks shall be included in the unit price bid on the bid proposal form for constructing concrete sidewalks. No additional compensation will be made for this gravel base.

14.3 Construction requirements

- A. Dimensions. Sidewalk width, thickness, and reinforcement shall be as shown on the City of Moscow Standard Drawings.

Sidewalk shall have a cross slope of between 1% and 2%, unless otherwise approved by the Engineer.

- B. Forms. Side forms shall be rigid and shall bear full length on the compacted gravel base and shall be the full depth of the finished walk. Forms shall be well staked, braced or otherwise rigidly held to true line and grade and shall rest upon stakes driven into the ground at intervals sufficient to provide rigid support. If metal forms are used they shall be of a type satisfactory to the Engineer.

- C. Placing and Finishing Concrete. SLUMP SHALL NOT EXCEED FIVE (5) INCHES. The concrete shall be spread uniformly between the forms and thoroughly consolidated and leveled with an approved strike board. Expansion joints of premolded joint material one-half (1/2) inch thick or three-eighths (3/8) inch thick may be constructed through the sidewalk at intervals of twenty (20) feet. Expansion joints may also be located where new sidewalk meets existing concrete, unless otherwise approved by the Engineer. Where applicable, joints in sidewalks and curb shall coincide.

After the concrete has been thoroughly consolidated and leveled it shall be bull floated to eliminate high and low spots and to embed large aggregate. The concrete shall then be allowed to harden properly before jointing, edging, and brooming is completed.

Contraction joints shall be tooled into the concrete every four feet for four-foot-wide sidewalk and five feet for five-foot-wide sidewalk, shall be 3/8 inch minimum in depth, and shall be perpendicular to the direction of the walk. All joints shall then be edged with a 3/8-inch radius edger and the sidewalk edges shall be tooled with a one-half (1/2) inch radius edger.

After edging and jointing has been completed the concrete shall be smoothed with wood or metal hand floats. The floated surface shall then be coarse broomed uniformly in a transverse direction with a fiber hair brush or an approved type.

The placing and furnishing of all sidewalk shall be performed under the control of the Engineer, or his representative, and the tools shall meet with his approval.

The contractor shall keep a person at the job site for a minimum of four hours following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete. Concrete left unattended, if damaged or defaced shall be replaced at contractor expense.

- D. Curing. Curing shall be performed by applying a sealing compound conforming to AASHTO M-148 Type I to the surface of the concrete immediately after it has set sufficiently to permit such application. Curing shall conform to Section ES-12.7.
- E. Backfill. After removal of the forms, the area behind the sidewalks shall be backfilled and compacted with at least sixteen (16) inches of topsoil level with the sidewalk and curb. Less than 16 inches of topsoil may be approved where new sidewalk is being constructed along older streets. The topsoil shall be raked or otherwise leveled, taking care to break up large dirt clods and remove large stones. All denuded areas shall be fertilized, resown with grass seed and covered with mulch as specified in Sections ES-27, ES-28.

14.4 Payment

The accepted quantities of concrete sidewalk will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment, and other costs

incidental to construction of concrete sidewalk, including aggregate base, as herein specified and as shown on the Plans and special drawings.

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

The Hot Mix Asphalt (HMA) pavement shall be placed in lifts to the thickness as specified on the Contract Plans and as required by the Standard Construction Drawings.

PAVEMENT THICKNESS SPECIFIED BY CITY OF MOSCOW DOCUMENTS (STANDARD DRAWINGS, STANDARD SPECIFICATIONS ETC.) SHALL MEAN THE FULLY COMPACTED, IN-PLACE DEPTH.

The materials of which the asphaltic concrete is composed shall be of such sizes and grading that, when proportioned and mixed together, they will produce a uniformly graded mixture, which when tested by means of laboratory screens, will conform to the requirements in the following table. The percentages of refer to the completed HMA mixture. All percentages shall be computed on the basis of weight. Screens and sieves used for determining the percentages of the different sizes of aggregate shall have square openings.

3/4" Superpave HMA Pavement CL SP-2 (Base Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	90 – 100
1/2 inch	90 max
3/8 inch	52 – 80
No. 8	23 – 49
No. 200	2.0 – 8.0

1/2" Superpave HMA Pavement CL SP-2 (Surface Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4 inch	100
1/2 inch	90 – 100
3/8 inch	90 max
No. 8	28 – 58
No. 200	2.0 – 10.0

Superpave hot mix asphalt paving shall conform to the requirements, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Paving asphaltic cement used will be PG58-22 or PG58-28, or an approved equal, and shall conform to the specifications, of the latest edition, of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and amendments thereto.

Section 405, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto, shall apply as to the items of "Weather Limitations, Hauling Equipment, Pavers, Rollers, Mixing Plant, Spreading and Finishing, Joints, Rolling, Surface Smoothness."

A Hveem or Super Pave Mix Design shall be submitted with associated "Job Mix Formula" (JMF) for approval, if required by the City Engineer.

15.2 Rolling and Compaction

Rolling and compaction of the asphaltic concrete mat shall be done in accordance, with the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

Compaction shall be achieved, as per Section 810, of the latest edition of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

The cost of the rolling and compaction shall be included in the price of furnishing and placing superpave hot mix asphalt pavement.

15.3 Tack Coat

Tack coat shall be applied at all edges where the new asphaltic surface joins the existing pavement and shall be applied in accordance with Section 401, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

15.4 Payment

The accepted quantities of superpave hot mix asphalt pavement will be paid for by the unit price per ton or per square yard. The unit price shall include all materials, labor, equipment, and other costs incidental to furnishing and placing the superpave hot mix asphalt pavement herein specified and as shown on the plans.

Weight slips in duplicate form shall accompany each load of superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his representative, and one copy will remain with the truck driver before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or

his representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive on the job site in order to assure the presence of the Engineer, or his representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

Portland cement concrete shall conform to Section ES-11, of these Specifications except as modified by the following sections and subsections.

16.2 Aggregates

Aggregates shall possess such characteristics of shape and size that concrete, prepared from a mixture of fine and coarse material in the proportions specified, will be of satisfactory workability in the opinion of the Engineer. Regardless of compliance with all other provisions of these specifications, if the concrete is not of a workable character or when finished does not exhibit a proper surface, either the fine or the coarse aggregate or both shall be rejected or altered as required by the Engineer.

- A. Fine aggregate shall consist of sand or other inert materials, or combinations thereof approved by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be thoroughly washed to remove clay, loam, alkali, organic matter or other deleterious matter.

Fine aggregate with more than the maximum percentage passing any sieve may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor. Under no circumstances shall the fine aggregate, which has a grading finer than that permitted under Section 703, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, be used in paving concrete.

Fine aggregate shall develop in the mortar strength test, at an age of 7 days, a compressive strength of not less than ninety (90) percent of the strength of a mortar prepared with the same cement (AASHTO T-71 or ASTM C-87).

- B. Coarse aggregate shall consist of gravel, crushed stone or other inert material or combinations, thereof approved by the Engineer, having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be thoroughly washed to remove clay, loam, bark, sticks, alkali, organic matter, or other deleterious material.

Coarse aggregate containing more than the maximum percentage passing any screen may be accepted provided the mix proportions are adjusted to produce concrete having the same

net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor.

Coarse aggregate shall not be used, under any circumstances in paving concrete, when the amount by weight passing the screens exceeds the following:

3/4" square opening.....70%
3/8" square opening.....30%

- C. Properties of concrete aggregate shall be determined in accordance with the following methods of test:
1. Amount of Material Finer than No. 200 Sieve in Aggregates: ASTM Designation C-117.
 2. Organic Impurities: AASHTO T-113.
 3. Flexural Strength of Concrete: AASHTO T-104.
 4. Percentage of Particles of Less than 1.95 Specific Gravity: AASHTO T-150.
 5. Clay Lumps in Aggregates: AASHTO T-112.
 6. Abrasion of Coarse Aggregate by Use of the Los Angeles Machine; AASHTO T-96.

16.3 Curing and Protection

- A. Curing and protection shall conform to the specifications of Section 703, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.4 Joint Fillers and Sealants

- A. Joint fillers and sealants shall conform to the specifications of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.5 Air-Entrained Concrete

Air-entrained concrete shall be used, as per ES-11, unless otherwise provided for in the Special Provisions. Either air-entrained Portland cement or an air-entraining admixture shall be added at the mixer.

The volume of air in freshly mixed concrete shall conform to that specified in the table which follows:

AIR CONTENT OF FRESHLY MIXED CONCRETE

Maximum Size of Coarse Aggregate (Inches)	Air Content (Percent by Volume)
--	------------------------------------

1-1/2, 2, and 3	5 ± 1
3/4 and 1	6 ± 1
3/8 and 1/2	7-1/2 ± 1

If the measured air content is found above or below the values contained in the table, the Contractor shall immediately make changes in mixing or materials as will be necessary to comply with the requirements for air content.

If an air-entraining agent is used, it shall be introduced at the nominal rate of one fluid ounce per sack of cement, but the rate shall be varied if necessary to comply with the requirements for air content.

An automatic dispenser accurate to 10%, which will introduce into the mixing water the specified amount of air-entraining agent for each cycle of mixing, shall be connected to the mixer.

Aggregates shall be adjusted to compensate for increased yield resulting from air-entrainment so that the specified amount of cement is contained in each cubic yard of concrete. Adjustment shall be made by decreasing the weight of fine aggregates only, unless otherwise directed by the Engineer.

Other Admixtures: Calcium chloride or any other admixture for any purpose other than air-entrainment may be added only upon the approval of the Engineer and under his supervision.

16.6 Reinforcing Steel

Reinforcing steel shall consist of round or square deformed bars or wire mesh. Square twisted bars shall not be used.

- A. Deformed steel bars for concrete reinforcement sizes No. 3 through 11 shall conform to the requirements of ASTM A-615M, Billet Steel Bars for Concrete Reinforcement, Grade 60, except as noted on the plans and except that the bars shall be made only by the open-hearth process or the electric furnace process.

The form of the deformed bars shall conform to ASTM A-706M, Minimum Requirements for Deformations of Deformed Steel Bars for Concrete Reinforcement.

Deformed bars size No. 14 and size No. 18 for concrete reinforcement shall conform to the requirements of ASTM A-615M, Special Large Size Deformed Billet Steel Bars for Concrete Reinforcement Intermediate Grade.

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.

- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

16.7 Measurement of Materials

The fine aggregate and each size of coarse aggregate shall be measured by weighing. Corrections shall be made for variations in weight of material due to moisture content and specific gravity. The quantities of aggregates used in each batch shall be such that the cement can be measured in full sacks unless it is weighted in bulk.

Fine and coarse aggregate shall be proportioned by weight, except that if the project is small, then volumetric proportioning may be used with permission of the Engineer. In proportioning, the unit of measure for cement will be by the sack, ninety-four (94) pounds.

Weights of fine and coarse aggregate are based on a bulk specific gravity, saturated surface dry, of 2.67. When volume measurements are used, one cubic foot of sand shall be taken as equivalent to 100 pounds of sand and one cubic foot of gravel shall be taken as equivalent to 105 pounds of gravel. Corrections must be made for contained moisture in the aggregates and variations in specific gravity.

Concrete mixes shall be proportioned to the satisfaction of the Engineer. The proportion of aggregate may be altered to give better workability only upon written approval of the Engineer.

16.8 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed.

16.9 Construction of Portland Cement Concrete Pavement

Construction of Portland cement concrete pavement shall conform to the requirements of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Concrete pavement batches shall meet the requirements of Section 703, of these Standard Specifications.

Concrete batch proportions shall be approved by the Engineer and any subsequent changes to the approved batch must be made in writing by the Engineer.

16.10 Payment

The accepted quantities of Portland cement concrete pavement will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the Portland cement concrete pavement herein specified and as shown on the plans.

Batch slips in triplicate form shall accompany each load of concrete for pavement delivered to the construction site. Upon delivery of the material, one copy of the batch slips will be given to the Engineer, or his representative, and one to the Contractor. Delivery of concrete shall mean discharged from the mixer truck and all water added to the mix shall be added to the batch slip. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site in order to assure the presence of the Engineer, or his representative, at the job site during material delivery. The batch slips may be used for the determination of cross section conformity.

1. All catch basins shall be separated from the pavement and curb by boxing out around basin. Expansion joint material shall extend completely through curb and slab. Manhole castings within the pavement limits shall be boxed in like manner except when telescoping type castings are used.
2. When a joint falls within 5 feet of, or contacts, basins, manholes or other structures, shorten one or more panels either side of opening to permit joint to fall on round structures and at or between corners of rectangular structures.
3. All transverse joints must extend through curbs and must be continuous across pavement, except tied transverse construction joints. Expansion joints will not be required except at structures or as shown on the plans.
4. Transverse sawed joints to be a + 15' o.c. as shown on drawings. Joints at 60' to be sawed the same day as placement. Intermittent joints at 15' to be sawed next day after placement. Longitudinal joints shall be sawed prior to permitting traffic on the pavement.

ES-17. ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES

Gate valve boxes, catch basins, catch inlets, monument casings, and manholes shall be adjusted to the grade, as established by the Engineer. Valve boxes, casings, rings and covers shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations in order not to damage the structures, equipment or water mains. Any damage occurring to the manholes, catch basins, gate valves, monuments, water meters or water mains, due to the contractor's operation, shall be repaired at the contractor's expense. Any masonry adjustment shall be made by using pre-cast risers, bricks, concrete blocks or poured concrete.

The Contractor shall notify the appropriate utility company, in advance, if gas valve boxes need to be adjusted, so the utility company personnel can do so, in a timely manner.

The Contractor shall notify the City Water Department, in advance, if water meter boxes need to be adjusted, so the Water Department personnel can do so, in a timely manner.

Location of valve boxes, catch basins and manholes on the plans is approximate only. They will be accurately located and referenced by the Engineer, or his representative, whenever possible. Manhole lids and catch basin and monument covers and valve box lids shall, preferably, be set to grade following the final application of asphaltic concrete. During paving operations, tops of manholes, monuments, catch basins and valve box lids shall be covered with building paper, diesel oil, or other suitable material to prevent sticking of asphalt to the metal lids.

Where excavation is necessary to adjust the grade of manholes, catch basins, monuments, or valve boxes, the backfill shall be carefully placed and tamped by hand.

Payment for adjustment of manholes, catch basins, gate valves, and monuments will be made according to the unit price for each unit adjusted:

The unit price bid shall include all costs incurred in furnishing materials and labor necessary to adjust the particular units to grade.

ES-18. MANHOLES AND CATCH BASINS

18.1 General

Catch basins, catch inlets, and manholes shall be precast reinforced concrete units, furnished and installed in accordance with the project plans, these Standard Specifications, and the Standard Drawings.

Completed catch basins and manholes including ring shall be capable of withstanding, with a reasonable margin of safety, a concentrated load of 20,000 pounds.

Backfill shall be placed in horizontal layers no more than 6 inches thick with each layer compacted to 95 percent of the maximum density or as approved by the Engineer.

18.2 Precast Reinforced Concrete Manholes, Catch Basins, and Catch Inlets

Precast reinforced manholes, catch basins, and catch inlets sections shall conform to AASHTO M-199, ASTM C-478 and ASTM C-433 and as shown on the Standard Construction Drawings.

- A. Base Sections. Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.
- B. Joints. All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.

- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

Rings and lids shall be cast iron and shall conform to the Standard Drawings. Castings shall conform to the requirements of ASTM A-48 Class 138 and shall be free of porosity shrink cavities, cold shuts or cracks, or any surface defects which would impair serviceability.

18.4 Sanitary Sewer Manholes

- A. General. Sanitary sewer manholes shall be constructed according to Plans, Standard Drawings and Specifications. All sanitary manholes shall be constructed of precast reinforced concrete sections.

The Contractor may construct a channel through the manhole by either running sewer pipe through the bottom of the manhole, pouring concrete around the pipe and breaking out the upper half of the pipe; or by pouring concrete in the bottom of the manhole and forming a channel through the manhole by hand.

- B. Basis of Payment. Sanitary sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all cost incurred in furnishing materials, labor, excavation, installing the manholes in place including the asphaltic coating on the outside of the manhole and the manhole rings and lids, and backfilling.

- C. Water tightness

1. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WATERTIGHT. All visible leaks (infiltrating subsurface water) shall be sealed; sealing shall be accomplished by a manner and method, in the opinion of the Engineer, that constitutes permanency. Leaks that cannot be sealed by Contractor shall be sealed either by the pressure grouting method (injected chemical sealants) or the interior surface coating method, utilizing a firm specializing in such services, at the Contractor's expense. Less than four minor drips in a single manhole will be considered negligible and will not require sealing.

2. Hydrostatic Testing.

- a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
- b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.
- c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

- A. General. Storm sewer manholes shall be constructed according to the Plans, Standard Drawings and Specifications. Storm sewer manholes shall be precast reinforced concrete, unless otherwise approved by the Engineer.

All pipe extending into catch basins shall be trimmed within 1"-2" of the inside wall surfaces and shall be neatly grouted inside and out and watertight.

- B. Basis of Payment. Storm sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all costs incurred in furnishing materials, labor, excavation, installing manholes in place including the manhole rings and lids, and backfilling.

18.6 Catch Basins and Catch Inlets

- A. General. Catch basins and catch inlets shall be constructed according to the Plans, Standard Drawings and specifications. Catch basins shall be precast reinforced concrete per WSDOT TYPE 1, catch inlets shall be WSDOT CONCRETE INLET - unless otherwise approved by the Engineer.

All pipe extending into basins and inlets shall be trimmed within 1"-2" of the inside wall surfaces shall be neatly grouted inside and out and watertight

Lids, grates, and risers shall be centered over the basin or inlet; unless specifically allowed otherwise.

- B. Payment. Catch basins will be paid for by the unit price per each.

The unit price shall include all cost incurred in furnishing materials, labor, excavation, installing catch basins in place including the catch basin rings and lids, and backfilling.

18.7 Risers

- A. Risers for height adjustment shall be as per WSDOT's standard for the precast unit being furnished.

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

This section covers the work necessary for the trench excavation and backfill above the pipe zone. Pipe zone backfill is included under the specification for the pipe.

19.2 Type of Backfill

The class of backfill to be used above the pipe zone shall be as set forth on the Plans or as given in the project Special Provisions and if not specifically set forth in project documents then as required by the "use" description given herein. The right is reserved to modify the use, location, and quantities of the various types of backfill, during construction, as the Engineer considers being in the best interest of the Owner.

Trench backfill, above the pipe zone, shall be as follows:

1. Class A Backfill. Use in landscaping and agricultural type areas where lawn sod, shrubs, topsoil, fences, and other landscape items are either being replaced or are anticipated.
2. Class B Backfill. Use within existing or proposed gravel parking lots – not within gravel streets or alleys.
3. Class C Backfill. Use in areas where asphalt pavement, concrete, curb, sidewalk, gravel surfacing, landscaping and agricultural use is not anticipated, present or future.
4. Class D Backfill. Use in existing gravel streets and alleys, existing gravel roadway shoulders and in areas where asphalt pavement, concrete, curb, and sidewalk is existing or anticipated in the future.
5. Class E Backfill. Use in lieu of Class D Backfill in new streets when specifically allowed by the City Engineer.
6. Class F Backfill. Use within and immediately adjacent to existing asphalt paved streets, alleys, driveways, and parking lots.

19.3 Excavation and Backfill for Fire Hydrants

Excavation and backfill for fire hydrants shall be included in the unit price payment for Fire Hydrants (See ES-22).

19.4 Trench Excavation

Trench excavation shall be classified as common excavation or rock excavation and shall include whatever materials are encountered to the depths as shown or as directed by the Engineer.

Common Excavation. Common excavation is defined as the removal of all material which is not classified as rock excavation.

Rock Excavation. Rock excavation shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said Specifications is available at the office of the City Engineer.

19.5 Materials

- A. Foundation Stabilization. Materials for foundation stabilization shall be 3/4 inch minus crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.
- B. Granular Material. Granular backfill shall be 3/4 inch minus crushed basalt conforming to ES-7.
- C. Imported Topsoil. Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job, at his own expense, and in a manner satisfactory to the Owner.
- D. Compaction Equipment. Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

19.6 Workmanship

- A. Clearing. Do not remove existing trees or tree limbs over 2 inches in diameter, whether on public or private property, unless they are within 4 feet of the pipe centerline without permission from the Engineer. All such work shall conform to the City's Community Forestry ordinance. The Contractor shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from clearing operations. Material shall be disposed of in such a manner as to meet all requirements of state, county and local regulations regarding health, safety and public welfare.
- B. Obstructions. This term refers to obstructions which may be removed and do not require replacement. Obstructions within the trench area or adjacent thereto such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, rubbish and debris of all

types shall be removed without additional compensation from the Owner. The Engineer will, if requested, make changes in the trench alignment to avoid major obstructions; if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility.

The contract amount will be adjusted accordingly for any cost changes resulting from such alignment modifications.

Dispose of obstructions removed from the excavation in accordance with section ES-4.

- C. Utility Repairs. Any and all underground utility damaged in any way during trench excavation shall be repaired and properly backfilled, by the Contractor, at no cost to the City. The repair shall be as approved by the City – NO EXCEPTIONS.
- D. Removal and Replacement of Topsoil. In all cases where trenches cross lawns, garden areas, pasture lands, cultivated fields, or other areas on which reasonable topsoil conditions exist; first remove the topsoil for a depth of 10 inches for the full width of the trench to be excavated. Stockpile this topsoil to one side of the right-of-way and do not mix with the remaining excavated material. Replace the topsoil in the top 10 inches of the backfilled trench. In lieu of stockpiling the top 10 inches of soil, “Imported Topsoil” from borrow pits may be substituted in the top 8 inches. Maintain the finished grade of the topsoil, over the center line of the trench, level with the immediate area bordering the trench, until acceptance of final seeding. Correct all damage to adjacent topsoil caused by trenching or pipe laying operations by removal of all rock, gravel, clay, and any other foreign materials from the surface and by regrading the additional topsoil as required.
- E. Pavement, Curb and Sidewalk Removal. Cut (full depth) all asphaltic concrete or Portland Cement concrete pavements (regardless of the thickness), and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer or other approved pavement cutter. Removal of street surfacing for excavations shall comply with the Specifications and Standard Drawing for Street/Alley Curb Repair. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.
- F. Trench Width. Minimum width of trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe except by permission of the Engineer.

The maximum clear width at the top of the trench will not be limited, except in cases where excess width of excavation would cause damage to adjacent structures or property.

In all cases, confine trench widths to dedicated rights-of-way for public thoroughfares or within areas for which construction easements have been obtained.

- G. Grade. Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the

type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.

- H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.
- I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.
- J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the lunch hour as well as overnight.

Dispose of the water in an approved manner without damage to adjacent property.

Drainage of trench waste through the pipeline, under construction, is prohibited.

- K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.
- L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.
- M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.
- N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:
 - 1. Class A Backfill
Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers,

or hydraulic hammers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Where Class A backfill is specified replace topsoil in the top 10 inches of the trench. Compact and rake to match the ground surface adjacent to the trench.

Maintain the surface of the backfilled trench level with the existing grade until the entire project is accepted by the Owner. Any subsequent settlement of the finished surfacing during the warranty period shall be considered to be a result of improper or insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

2. Class B Backfill

Backfill the trench, above the pipe zone, with approved excavated trench material to within 6 inches of final surface grade. Compact the entire trench depth in suitable lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers. Determine the method and type of equipment and the amount of compaction required to prevent subsequent settlement. Place and compact granular material in the top 6 inches.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material, as specified, until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

3. Class C Backfill

After the completion of the backfilling of the pipe zone, the excavated trench material may be pushed back into the trench by mechanical means.

In all locations where Class C backfill is used, the Contractor shall make his own estimate of the amount of backfill material required at the trench, so that after normal settlement has occurred, the finished surface will meet the existing grade. Neatly windrow the material over the trench and remove all excess. Any excess or deficiency of backfill material, which becomes apparent after settlement within the warranty period, shall be corrected by regrading, disposing of excess material or adding additional material where required. Remove rocks larger than 2 inches from the upper 8 inches of backfill.

4. Class D Backfill

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95 percent density in 6 inch lifts with mechanical, vibrating or impact tampers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade with crushed rock backfill material until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface during the warranty period shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

5. Class E Backfill

Class E trench backfill is to be used only where a new paved street is going to be constructed above the installed pipe.

The width of the trench, above the pipe zone, may be increased beyond the required specifications for pipe zone width, as described in the City of Moscow Standard Drawing #15, but shall not be less than (6) six feet.

Approved native excavated material may be used for backfill above the pipe zone in this widened trench. Compaction for all trench backfill, above the pipe zone, shall be 95% minimum of AASHTO T-99. All native backfill shall be placed in (6) six inch maximum lifts and method of compaction shall be only by a (5) five foot minimum wide sheepsfoot roller. Density testing frequency, for this approved native excavated material, will be in excess of that required for the Class 'D' crushed basalt backfill.

6. Class F Backfill

Backfill the trench, above the pipe zone, with granular material to within 4 inches of the finished surface.

Compact the entire trench, above the pipe zone, in six (6) inch maximum lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers to a minimum 95 percent standard density. The top 4 inches of the trench is to have smooth cut edges before being backfilled with two equal lifts of asphaltic concrete patching mix.

7. Subsurface Drain Backfill

Backfill the entire trench to within 10 inches of the final surface grade or to the street subgrade, as applicable, with crushed or naturally occurring granular material from approved sources.

The material shall be washed, if necessary, to render the particles free from clay. It shall contain not more than 1% of clay lumps or other decomposed material. It shall conform to the following requirements for grading:

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100

3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30
No. 50	3 – 12
No. 200	0 – 1.2

* All percentages are by weight.

That portion of the gravel backfilled for drains retained on a 1/4" square sieve shall not contain more than 0.05% by weight of wood waste.

Compaction, above the pipe zone, shall be accomplished by the use of mechanical, vibrating or impact tampers. Determine the method and type of equipment to use and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material as specified until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

- O. Maintenance of Excavated Trench. Maintain the excavated trench between any two successive valved sections of pipeline or as specified in the project Special Provisions until the following operations have been completed, to the satisfaction of the Engineer, for waterline construction: Service connections have been installed, including pressure tap; valves, valve boxes, hydrants and thrust blocks installed, hydrostatic or air testing, sterilization, cleanup and restoration of all physical features, utilities restored to their original condition, or better, and in general, all work required between the two line valves accomplished with the exception of repaving.
- P. Maintenance of Trench Backfill. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material to keep the surface of the backfilled trenches reasonably smooth and free from excessive ruts and potholes and suitable for normal traffic flow.

Trenches backfilled within existing paved streets shall be temporarily surfaced with 2.5 inches of cold mix asphalt pavement; which temporary cold mix surfacing shall be placed within one day of completion of trench backfilling. This temporary patch shall be installed and maintained smooth until the permanent hot mix patch is installed. Under certain circumstances, this requirement may be waived by the City Engineer.

No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above, and the trench backfill maintenance and shall be considered as incidental to that item of work.

- Q. Disposal of Excess Excavation. All excess excavation not required or suitable for backfill shall be disposed of in a waste area arranged by the Contractor.
- R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.
- S. Blasting. Blasting shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

19.7 Payment

Payment for trench excavation and backfill will be as specified for main line pipe as follows:

- A. Trench Excavation and Backfill. Payment for trench excavation and backfill shall be included in the price per linear foot of the respective pipe stated in the Contractor's bid proposal.

Payment for trench excavation and the respective backfill shall constitute full compensation for all work specified and incidental to the price per linear foot of the respective pipe.

Pipe zone backfill is specified under Section ES-20.

- B. Rock Excavation. Rock excavation shall be measured for payment as the actual quantity of rock removed within the approved limits.

ES-20. PIPE

20.1 Storm Sewer Pipe

Mains, 4-inch to 15-inch: SDR 35 PVC ASTM D 3034, gasketed.

Mains, 18-inch to 36-inch: Solid wall PVC ASTM F 679 or HDPE (High Density Polyethylene) AASHTO M 294, smooth-walled interior, silt-tight.

Culvert Pipe: Corrugated Steel Pipe and Pipe Arches conforming to AASHTO M 36, 2-2/3" x 1/2 corrugations. Round pipe shall be 16 gauge minimum; arch pipe shall be 12 gauge minimum.

Storm Sewer Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed

PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless steel shear ring bands.

20.2 Sanitary Sewer Pipe

All sanitary sewer pipe shall be a minimum of eight (8) inch diameter except sewer to house connections which shall be a minimum of four (4) inch diameter.

Mains, 8-inch diameter and larger: SDR 35 PVC ASTM D-3034.

Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless street shear ring bands.

20.3 Perforated Subsurface Drain Pipe

- A. General. A perforated roadway underdrain system may be shown on the Plans and shall be furnished and installed as herein described in these Specifications, as shown on the City's Standard Construction Drawings and as shown on the Plans.

Laterals will generally be connected to the collector at 60° angles. The terminal end of each lateral will be sealed with a plug. All connections between pipe sections and branches are to be water tight.

The pipe shall be wrapped with a filtering sock.

Perforated Subsurface Drain Pipe that is corrugated on the inside will not be allowed.

Perforated pipe and fittings will not be dumped into the trench. All pipe shall be inspected prior to lowering into the trench and if necessary cleaned of any material tending to plug the perforations of the pipe.

Pipe shall be laid with the perforations at the bottom, per manufacturer's instructions.

Gravel backfill for drains shall be as defined under Section ES-19.

- B. Types of Pipe. Perforated subsurface drain pipe as indicated on the plans and standard drawings shall be one of the following types of pipe or as approved by the Engineer:
- Perforated Corrugated Plastic Pipe
 - Perforated Solid Wall Plastic Pipe

1.Perforated Corrugated Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) N-12 pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252 Type S (corrugated outside-SMOOTH INSIDE). The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

2. Perforated Solid Wall Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252. The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

20.4 Water Pipe & Ductile Iron Fittings

- A. Joints. Pipe joints shall be push-on joints except where specifically shown or detailed otherwise.
- B. Mechanical Joint Fittings. Three-inch through sixteen inch mechanical joint ductile iron fittings shall be Tyler SSB Class 350 ductile iron fittings, or an approved equal, and shall conform to ANSI/AWWA C-111
- C. Flanged Ductile Iron Fittings. Flanged fittings shall conform to ANSI/AWWA C-110 and shall be faced and drilled to 125-pound ANSI. The fittings shall be 125 PSI rated working pressure and cement-mortar lined to same thickness specified for pipe.
- D. Mechanical Couplings. Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with long solid sleeves and be Mechanical Joint Class 350. Mechanical couplings shall mean straight couplings, transition couplings, reducing couplings, and flanged coupling adapters.
- E. Ductile Iron Pipe. All ductile iron pipe shall be centrifugally cast of 60-42-10 iron and shall conform to ANSI / AWWA C-151. Thickness class or classes shall be 51(minimum). The pipe shall be cement mortar lined and seal coated in accordance with ANSI / AWWA C-104. The rubber ring gaskets shall be suitable for the specified pipe sizes and pressure and shall conform to applicable parts of the latest federal specification ANSI / AWWA C-111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.

- F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.
- G. Tapping Sleeves. All tapping sleeves shall be ROMAC “SST” Stainless Steel as per ASTM A-240, Type 304 and Type 304L or an approved equal.

20.5 Pipe Laying

Pipes shall be laid in straight lines at uniform rates of grade as shown on the plans.

Proper preparation of foundation, placement of foundation material where required, and placement of pipe zone material below the pipe shall precede the installation of all sewer, water and culvert pipe. This shall include necessary leveling of the native trench bottom or the top of the foundation material as well as placement and compaction of required pipe zone material, below the pipe, to a uniform grade so that the entire length of pipe will rest firmly on a well compacted material, so the backfill material around the pipe will be placed in a manner to meet requirements specified under backfilling.

Water pipe delivered for construction shall be handled so as to minimize entrance of foreign material. When pipe laying is not in progress as, for example, at the close of a day's work, all openings in the pipeline shall be closed by water-tight plugs. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

If dirt that, in the opinion of the Engineer, will not be removed by flushing enters the pipe, the interior of the pipe shall be cleaned and swabbed as necessary with a 5% hypochlorite disinfecting solution.

- A. Backfill at the Pipe Zone. The pipe zone shall be considered to include the full width of the excavated trench from the bottom of the trench (a minimum of 4 inches under the pipe) to a point 12 inches above the top outside surface of the barrel of the pipe.

Particular attention must be given to the area of the pipe zone from the flow line to the center line of the pipe to ensure that firm support is obtained to prevent any lateral movement of the pipe during the final backfilling of the pipe zone.

Backfill the area of the pipe zone from the bottom to the horizontal center line of the pipe with “imported pipe zone material.” Hand place the material around the pipe in 6 inch layers and thoroughly hand tamp with approved tamping bars supplemented by “walking in” and slicing with a shovel.

All material, within the pipe zone, shall be hand tamped and done in such a manner as to not change the grade of the pipe (particularly gravity pipe).

- B. Joints. In making the joints on the pipe care shall be exercised to clean all dirt, rock or other foreign matter completely from the inside of the bells and the outside of the spigots. The pipe shall be forced tightly in place with a bar or mechanical puller of a type approved by the Engineer. When the pipe is aligned it shall be supported by placing sufficient backfill material alongside and carefully tamped into place as described under Section 20.5.A.

When two different types of gravity pipe are joined together, a Fernco coupler may be used, upon approval of the Engineer. The completed connection shall be supported, in such a manner, as to maintain established line and grade and shall be encased, on all sides, with a minimum of four (4) inches of concrete. The concrete shall extend a minimum of two (2) feet on each side of the coupler.

Lubricant for water pipe gaskets shall be supplied by the pipe manufacturer.

- C. Caps and Connections. Caps for pipe branches, stubs, or other open ends which are not to be immediately connected shall be made of an approved material and shall be secured in a place with a joint comparable to the main line joint, or stoppers may be of an integrally cast breakout design. Caps of the type recommended by the pipe's manufacturer shall be used.
- D. Imported Pipe Zone Material. Granular material for pipe zone backfill shall be 3/4" minus crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.
- E. Water Main Location and Separation. The location and separation of the water and non-potable water main pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08 – Idaho Rules for Public Drinking Water Systems.
- F. Permissible Deflection at Joints - Water Pipe. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted, the amount of deflection allowed shall not exceed the values in the following table:

*MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)

Bell and Spigot		Mechanical Joint		Push-on Joint	
Diameter (Inches)	Max. & Min. Deflection Angle (Degrees)	Deflection (Inches)	Max. Deflection Angle (Degrees)	Deflection (Inches)	
6	7-07	27	5	19	
8	5-21	20	5	19	
10	5-21	20	5	19	
12	5-21	20	5	19	

14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11
24	2-23	9	3	11

*The maximum deflection shall be whichever is less, the table or that recommended by pipe manufacturer.

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

On all pipelines 6 inches in diameter or larger, securely anchor by suitable thrust blocking all tees, plugs, caps, and bends where unbalanced forces exist, as directed by the Engineer.

2. Thrust Blocking

Provide thrust blocks as required by the Standard Construction Drawings. The concrete mix shall have a compressive strength of not less than 2500 psi. Place blocking between the undisturbed ground and the fitting to be anchored; plastic sheathing to be placed between the concrete and fitting. The bearing surface shall be as shown or as directed by the Engineer. Place the blocking so that the pipe and fitting joints will be accessible to repairs, unless otherwise shown.

3. Metal Tie Rods

Metal tie rods, if specifically required by the Plans or the Engineer, shall be used in conjunction with thrust block. The rods, nuts and washers shall be coated with a rust resistant coating. (A product intended for such use.)

20.6 Pipe Testing and T. V. Inspection

A. Sanitary Sewer Pipe. The finished sanitary sewer shall be tight against leakage from either the inside or the outside of the pipe.

All wyes, tees, and stubs shall be plugged with flexible jointed caps, or acceptable alternate, securely fastened to withstand the internal test pressure. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.

Exfiltration testing of the sanitary sewer pipe will be conducted by the Contractor, under the supervision of the Engineer, or his representative, after the sewer line is backfilled. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of his intention to pressure test the line.

If the test indicates that there is excessive leakage in the line the Contractor shall make repairs, at his own expense, and take such corrective action as may be required by the Engineer.

T.V. inspection of the sanitary and storm sewer pipe will be conducted by the City after the pipe has been backfilled and the manholes are accessible.

1. Exfiltration Test (Using Air)

The Contractor shall plug all openings in the pipe and supply necessary metering equipment and hoses for the test and a blower or compressor with adequate capacity to perform the test.

Immediately following the pipe cleaning, the pipe installation shall be tested with low pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches four (4) pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe as determined by the Engineer.

At least two minutes shall be allowed for temperature stabilization before proceeding further. The inspector will then accurately determine the time of loss of one (1) psi. This time interval shall not be less than the time interval determined in the following formula.

$$T = 0.0109 D^2 L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

Failure to meet or exceed the computed time interval for the loss of one (1) psi will be cause for rejection of the sewer pipe.

All repairs necessary to meet these requirements and/or testing will be at the expense of the Contractor.

The maximum length of sewer pipe, for the above tests, shall be the distance between consecutive manholes. Any section of sewer pipe, between any two manholes that does not meet the above requirements, shall be rejected.

2. T.V. Inspection

T.V. inspection, (by the City), of the newly installed sanitary and storm sewer pipes will be required, preferably, before the placement of asphalt on the roadway. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when this inspection is to be performed to assure the timely scheduling of the City's personnel and equipment.

Any and all imperfections (i.e. sags in the pipe invert, joints not fully seated, offset joints, poor manhole entries and exits, etc.) found in the installation of the pipe shall be immediately repaired by the Contractor at no cost to the City. Such repairs shall be as allowed and directed by the City Engineer.

B. Water Pipe

All new watermain shall pass City standard pressure testing and bacteriological testing. Pressure testing, flushing, disinfection, and bacteriological testing shall be performed by the City Water Department. All testing, flushing, and disinfecting materials and labor costs of the City's must be paid by the Contractor. It is the Contractor's responsibility to repair all leaks. The test pressure shall be 1-½ times the working pressure of the pipe per AWWA standards. The bacteriological test criteria shall be as follows: one test showing "absence" of coliform bacteria (<1) and a standard plate count of less than 100. The Contractor shall be responsible for all excavation and back fill necessary to allow the City Water Department access to the new main for the City to furnish, install, and remove all corporation stops necessary to test, chlorinate, and bacteriological sample the new main as required. This includes backfill and trench surfacing once and then returning to the site to re-excavate and re-backfill (including cold mix patching) any corporation stops that remain in the main during disinfecting and sampling procedure. Where connections are made to existing mains the fitting and pipe shall be thoroughly cleaned and spray disinfected with 150(+) ppm chlorine solution immediately prior to their installation and such procedure shall be witnessed by a representative of the City; such operations by the contractor require the City to be notified a minimum of 48 hours in advance. The 48 hour notice is necessary to allow the City crew to notify customers of the water outage. The contractor shall be responsible for coordinating and cooperating with the City Water Department for testing, flushing, and disinfecting activities.

20.7 Plugging Existing Pipe

Where shown in the Plans or where designated by the Engineer, existing pipes shall be plugged on the inlet end for a distance of 2 diameters with commercial concrete. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

20.8 Basis of Payment

- A. Storm Sewer Pipe. The accepted quantities of storm sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including furnishing and installing lock bands at each joint and all pipe zone material.
- B. Sanitary Sewer Pipe. The accepted quantities of sanitary sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe. The cost of furnishing all pipe zone material is also included in this item.

- C. Perforated Sub-Surface Drain Pipe. The accepted quantities of subsurface drain pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.
- D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.
- E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

The measurement for payment will be the field measured centerline length of the pipe in place within the limits shown. Laying lengths of valves, fittings and couplings will be included. Payment for fittings, couplings and thrust blocks shall be considered incidental to the cost of the respectively-sized pipe.

Payment for valves will be made at a per each unit price.

ES-21. GATE VALVES AND VALVE BOXES

21.1 Scope

This section covers the work necessary for furnishing and installing the gate valves and valve boxes, complete.

21.2 Materials

- A. Gate Valves (all sizes). Valves shall be ductile iron AMERICAN FLOW CONTROL SERIES 2500 resilient seated valves, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown. Valves shall conform to ANSI / AWWA C-509.
- B. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4-inch shaft, and shall be TYLER 6855 series of appropriate length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4-inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word "Water" shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.
- C. Extension stems for valve operators. Where the depth of the opening nut is more than 4.5 feet, standard operating extensions shall be provided to bring the operating nut to a point

3.5 feet below the surface of the ground or pavement. The extension stem shall be constructed of steel (and coated).

21.3 Workmanship

- A. Valves. Before installation, the valves shall be thoroughly cleaned of all foreign material, and shall be inspected for proper operation for both opening and closing, and to verify that the valves seat properly. Valves shall be installed so that the stems are vertical, unless otherwise directed by the Engineer. Jointing shall conform to AWWA C-600 or AWWA C-603, whichever is applicable. Valves shall be installed in accordance with "Standard Details". Joints shall be tested with the adjacent pipeline. If joints leak during the test, valves shall be disconnected and reconnected, and the valve and/or the pipeline retested.

Faces of flanges shall be cleaned thoroughly before flanged joint is assembled. After cleaning, the gasket shall be inserted and the nuts tightened uniformly around the flange. If flanges leak under test, the nuts shall be loosened, the gasket reset or replaced, the nuts retightened, and the valve and/or pipeline retested.

Valves on all service connections and stubouts, 4 inch and larger, shall be mechanical joint and shall be restrained with coated tie rods.

- B. Valve Boxes. Center the valve boxes and set plumb over the wrench nuts of the valves. Set valve boxes so that they do not transmit shock or stress to the valves. Set the valve box covers flush with the surface of the finished pavement as shown, or such other level as may be ordered by the Engineer. Cut extensions to the proper length so that the valve box does not ride on the extension when set at grade.

Backfill shall be the same as specified for the adjacent pipe. Place backfill around the valve boxes and thoroughly compact to a density equal to that specified for the adjacent trench and in such a manner that will not damage or displace the valve box from proper alignment or grade. Misaligned valve boxes shall be excavated, plumbed, and backfilled at the Contractor's expense.

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

Payment for gate valves furnished and installed, complete, with valve boxes will be by the unit prices per each. Payment for the gate valves and valve boxes shall constitute full compensation for the work as specified under this section.

Payment for gate valves and valve boxes furnished and installed as auxiliary valves on hydrants shall be included in the unit price for hydrants.

ES-22. FIRE HYDRANTS

22.1 Scope

This section covers the work necessary for furnishing and installing the fire hydrants, complete, and the work necessary for the removal of existing hydrants.

22.2 Materials

- A. Low Pressure Hydrants. Hydrants to be Corey pattern with nominal 5-1/4 inch main valve opening with 6 inch bottom connections. Equip with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper port with a 5 inch Storz hose nozzle. The Storz nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designated by the manufacturer. Storz adapters will not be accepted. Operating nut shall be equipped with O-ring seals and shall open when turned to the left or counterclockwise. Hydrants shall be of the break-flange or safety-top type. Hydrants shall conform to AWWA C-502, and these Specifications. The depth of bury will generally be 5 feet; and as required to accommodate site conditions. Nozzle threads shall be American National Standard. The hydrant isolation valve shall be attached to the tee at the main and all of the piping shall be restrained from the tee to the hydrant with flanged fittings, retaining glands (mega lugs, etc.) or tie rods as approved by the City Engineer. Hydrants shall be factory painted or may be painted by the contractor using a high quality industrial enamel high intensity red paint above the ground line; spray can paint will not be allowed.
- B. Manufacturer, "Model": Waterous, "Pacer" or Mueller, "Centurion"
- C. Base Block. Solid precast concrete pier block having nominal dimensions of 8-inch thickness by 15-inch square base.
- D. Drain Rock. Washed 1-1/2 inch crushed rock or graded river gravel free of organic matter, sand, loam, clay, and other small particles that will tend to restrict water flow through the gravel.
- E. Concrete for Thrust Blocking. City Standard per ES-11.
- F. Thrust Ties. 3/4 inch diameter steel rods and Duc-Lugs as manufactured by Stellar Corporation, Columbus, Ohio, or approved equal. Rods shall have rust resistant protective coating.
- G. Auxiliary Gate Valve. See City Standard ES-21.

22.3 Workmanship

Construction and installation shall conform to the detail on the Plans and to provisions of Sections 11 and 12 of AWWA C-600, except where otherwise specified.

- A. Location and Position. Locate as shown or directed so as to provide complete accessibility and minimize possibility of damage from vehicles or injury to pedestrians. A 3-foot clear space shall be provided and maintained around the circumference of the hydrant or as approved by the Engineer. Where hydrants are subject to impact by a motor vehicle, guard posts other approved means shall be provided as approved by the Engineer. Improperly located hydrants shall be disconnected and relocated, at the Contractor's expense.

When placed behind the curb, set hydrant barrel so that the face of the pumper or hose nozzle cap will be 2 feet from the back of the curb. When set in lawn space between curb and sidewalk, or between sidewalk and property line, let no portion of the hydrant or nozzle cap be within 12 inches of the sidewalk.

Set all hydrants plumb and nozzles parallel with, or at right angles to the curb, with the pumper nozzle facing the curb. Set hydrants so that safety flange is a minimum of 3 inches and maximum of 6 inches above finished ground or sidewalk level to clear bolts and nuts, and as directed.

- B. Excavation. Do not carry below sub-base grade. Replace over-excavated areas with gravel, and hand tamp to provide firm foundation.
- C. Base Block. Place on firm level sub-base to assure uniform support.
- D. Installation of Hydrants. Place hydrant carefully on base block to prevent the base block from breaking. After hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.
- E. Drain Rock. Place gravel around base block and hydrant bottom after hydrant has been blocked in place. Drain gravel shall be not less than 6 inches above hydrant drain opening. Do not connect drainage system to sewer.
- F. Concrete Thrust Blocking. Place after hydrant is blocked in its final position and hydrant is joined to pipe. Concrete thrust block shall have a minimum of 4 square feet of bearing area against undisturbed earth. Restraint devices such as flanged fitting, mega lugs, or tie rods may be used in lieu of thrust blocks if approved by the City Engineer.
- G. Bury Depth and Thrust Ties. The ground surface around fire hydrants shall be as follows:
1. Behind the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 10 feet behind the back of the hydrant. The City Engineer may approve a lesser bury requirement if thrust ties consisting of two $\frac{3}{4}$ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 2. Sides of the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from the

centerline of the hydrant barrel. All earthen fill at the sides of the hydrant for a minimum distance of 6 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.

3. Front of the hydrant (towards the main): 4.0 foot minimum cover over the hydrant lateral pipe shall be maintained – as shown on the City of Moscow Standard Construction Drawings.

Payment for existing fire hydrant removal will be made at the unit price stated in the Contractor's bid proposal for each hydrant removed, as covered herein and on the plans.

- H. Existing Fire Hydrant Removal. Remove fire hydrants on existing city mains as shown on the plans and as directed by the Engineer. The hydrants shall remain the property of the City of Moscow and shall be stockpiled, for the City, at a location to be determined. Care shall be taken so as not to damage the hydrants during removal, transporting, or stockpiling.

22.4 Payment

Payment for fire hydrants furnished and installed will be by unit price per each. Payment for fire hydrants shall constitute full compensation for all work specified under this section, and shall include the auxiliary gate valve and connecting pipe from the main line to the valve, and all trench excavation and backfill from the main to the hydrant.

Payment for existing fire hydrant removal will be made at the per each unit price.

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

- A. Sewer house connections, where required on the plans or ordered by the Engineer, shall be a minimum of four (4) inch diameter pipe. The pipe shall conform to Specification ES-8.2, except that it shall be green in color.
- B. Pipe zone material, unless otherwise specified, shall be 3/4 inch minus pea gravel, crushed rock, pea gravel, or clean sand.

23.2 Workmanship

- A. The sewer house connections shall be branched from the main sewer line by a Y branch on new mains; by a ROMAC style "CB" saddle on existing sewer mains. Branches shall be placed where indicated on the plans or as ordered by the Engineer, and shall be installed, at a point, above the centerline of the sanitary sewer main.
- B. ROMAC style "CB" saddles shall be furnished and installed by the City and paid for by the contractor.

- C. Sanitary sewer services shall not be connected to manholes.
- D. Maximum deflection permissible with any one fitting shall not exceed 45 degrees and shall be accomplished with long-radius curves or bends. Short-radius elbows or curves will not be permitted except by approval of the Engineer.
- E. Provide ends of all sewer house connection lines with standard watertight plugs, suitably braced to prevent blowoff during internal hydrostatic or air testing. With all plugs in place, test the sanitary sewer lines in accordance with ES-20.6.
- F. After the line has been tested by the Contractor and accepted by the Engineer, the Contractor shall furnish and install an approved marker, as per City of Moscow Standard Drawings, to identify the ends of the sewer stubs. The marker shall be wrapped with detectable sewer tape.
- G. Conform to applicable portions of Section ES-19 and Section ES-20.2.
- H. Backfill the pipe zone with granular pipe zone material, hand-placed simultaneously on both sides of the pipe for the full trench width and hand-tamped with approved tamping bars supplemented by 'walking in' and slicing with a shovel.
- I. Backfill, above the pipe zone, shall conform to applicable portions of Section ES-19. Do not backfill sewer house connection pipe until inspected and approved by the Engineer.
- J. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.
- K. Install as per the Standard Construction Drawings.
- L. Separation of storm and sanitary sewer service laterals from water mains and water service lines shall conform to the requirements of Idaho Drinking Water Standards.

23.3 Basis of Payment

- A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.
- C. Sewer house connection pipe, in place, will be paid for on the unit price per linear foot for the appropriate size of pipe stated in the Contractor's bid proposal. Payment for this item shall constitute full compensation for all materials and work required to install the sewer house connection pipe, complete, including trench excavation and backfill. The length of the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

ES-24. STREET / ALLEY CUT REPAIR

All excavations in to existing City street paving shall be repaired in accordance with the City's adopted STREET / ALLEY CUT REPAIR policy and as per Standard Construction Drawing entitled STREET /ALLEY CUT REPAIR.

ES-25. EROSION AND SEDIMENT CONTROL

All construction in the City involving earthwork shall comply with all of the requirements of City Code Section 7-1-4 pertaining to Erosion and Sediment Control and the City of Moscow EROSION AND SEDIMENT CONTROL STANDARDS adopted by resolution.

The Contractor shall implement appropriate erosion control eliminating sediment transport to City infra-structure and private property. The Contractor shall pay all costs associated with sediment removal from City infra-structure, private property or environmental remediation.

All sediment control devices shall be installed prior to any ground disturbing activity.

ES-26. STORMWATER RUNOFF CONTROL

All construction and development activity in the City shall comply with all of the requirements of City Code Section 5-15 STORMWATER RUNOFF CONTROL and including Moscow STORMWATER RUNOFF CONTROL STANDARDS adopted by resolution.

ES-27. IMPORTED TOPSOIL

27.1 General

Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job at his own expense and in a manner satisfactory to the Owner.

27.2 Payment

Payment for furnishing and placing imported topsoil shall be paid according to the unit price bid on the Contractor's bid proposal form or as noted as set forth in the Contract documents.

ES-28. SEEDING

28.1 Seed

Seed furnished shall be labeled; true as to variety; noxious weed-free; and meet all purity, germination specifications, and standards of the Federal Seed Act and Idaho State Seed Laws. The variety shall be as required to best satisfy the particular application - as approved by the City Engineer.

28.2 Application

Seed all cut and fill slopes and all other denuded areas where any earthwork has occurred. Seeding shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.3 Fertilizer

Fertilizer shall be commercial grade and used in the seeding application in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.4 Mulch

Mulch shall be used in the seeding operation and shall consist of furnishing and placing mulch in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.5 Seedbed Preparation

Preparing the surface area to be seeded is part of the seeding operation and shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.6 Payment

Seeding will be paid for as allowed and described in the project specific contract documents; which may include, but not limited to, the following methods of payment: unit price per unit area; lump sum amount; incidental to other item unit prices; included in a project lump sum amount.

ES-29. TREE TRIMMING

Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. **ALL TREE TRIMMING SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE COMMUNITY FORESTRY ORDINANCE.**

ES-30. INSPECTION

Work performed under this contract shall be inspected at various stages of progress. These inspections include, but shall not be limited to the following:

- A. After storm sewer lines, sanitary sewer lines, perforated drain lines and their structures are in place, but before any backfilling is started.
- B. Prior to and during the placement of all concrete. This inspection shall be requested when the forms are in place and ready to receive the concrete.
- C. After the street has been excavated and compacted, but before any crushed rock is placed.
- D. During the application and processing of the crushed rock base and after the crushed rock base has been placed and compacted, but before the prime coat is applied.
- E. After valve boxes, catch basins, manholes and monuments have been adjusted to the proper elevation.
- F. Prior to and during the placement of prime coat and tack coat.
- G. Prior to and during the placement of all superpave hot mix asphalt pavement.
- H. At the completion of the job, after all cleanup, backfilling and all other work is done and job is ready for final acceptance.

It shall be the responsibility of the Contractor to notify the Engineer, or his representative, when the various phases of the project are ready for inspection.

Request for inspection may be verbal but shall be given in sufficient time to allow the Engineer, or his representative, to arrange to be present as required. Failure to notify the Engineer, or his representative, of the inspections shall be sufficient ground to reject the uninspected work and cause its immediate removal.

All discrepancies, indicated by the inspector, shall be corrected by the Contractor and re-inspected before the next phase of operation is started. No claim shall be made for delays caused by correction of work found unacceptable to the inspector.

ES-31. WORKMANSHIP AND CLEAN UP

It is the intent and purpose of these Specifications and Plans to obtain good workmanship throughout with the completed work complying with the said Specifications and Plans and in full working order upon completion. Work will not be accepted until this result is obtained.

All debris or rubbish caused by the contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat and presentable condition.

Any damage to private property shall be repaired, replaced in kind, as approved by the City Engineer or the Owner compensated as required by the General Specifications.

Upon the satisfactory completion of all work embraced in the contract and specifications, including the cleanup, together with full compliance with the requirements of the General Specifications the Engineer will, within fifteen (15) days after such completion and compliance, issue a certificate of completion to the Owner with two (2) copies to the Contractor.

ES-32. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime Contractor.

The amounts to be allowed for mobilization in the partial payment to be made under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.
2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate providing that the contractor has initiated productive work on the project.

Mobilization will be measured and paid for by the Lump Sum as shown on the Contractor's Proposal

SPECIAL PROVISIONS

SCOPE

This project consists of, but is not limited to, the removal of; approximately 735 feet of 12 inch asbestos cement water main, drainage structure, manhole, fire hydrants, bituminous surface, sidewalk, and curb & gutter for the purpose of re-replacing the water main. This project will also require the installation of 735 feet 12 inch C-900 water main, re-connection of three water services, three fire services, installation of two fire hydrants, and the installation of a drainage structure. The installation of new water main includes, but is not limited to, paving of all removed asphalt roadway and replacing sidewalk and curb & gutter. This project will require accommodating shipping and receiving traffic connected with the Palouse Empire Mall as well as maintaining University of Idaho access to its facilities. Additionally, all water main removal and installation shall be accomplished with the express purpose of continuing the mall's water and fire service to the greatest extent possible. All work shall be completed as shown on the construction plans and as described in these specifications.

Note: All quantities are approximate, planned and actual quantities may vary.

GENERAL

All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor. All work performed under this contract shall be completed in strict accordance with these SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, CONTRACT PLANS, and the City of Moscow STANDARD CONSTRUCTION SPECIFICATIONS and DRAWINGS (**unless herein modified**). These SPECIAL PROVISIONS, the SCOPE OF WORK DESCRIPTION, and the CONTRACT PLANS have precedence over the City standards and Standard Drawings where not in agreement.

Traffic control must be in place prior to work commencing. Traffic control shall be in place any time a vehicle, piece of equipment or stockpile is in the roadway. The Contractor shall make no changes or modifications to the traffic control without prior approval from the Streets Supervisor or the Engineer.

It is the intent and purpose of these specifications and plans to obtain good workmanship throughout, with all work complying with these specifications. The project will not be considered substantially complete until all requirements of these specifications have been completed to the satisfaction of the Engineer.

It shall be the responsibility of the Contractor to notify the Engineer to request an inspection of the base material prior to beginning any paving or concrete operations. Failure to notify the Engineer shall be sufficient grounds to reject all uninspected work and cause its immediate removal. All discrepancies indicated by the Engineer shall be corrected by the Contractor, re-inspected and approved by the Engineer prior to acceptance of work and prior to payment. No claim shall be

made for delays or compensation caused by correction of work found unacceptable by the Engineer, including noncompliance with ADA requirements.

All debris or rubbish generated by the Contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat appearing condition. Any property, public or private, damaged by the Contractor shall be repaired to its original condition at the expense of the Contractor and approved by the Engineer.

All lawn areas damaged by the Contractor shall be repaired to the satisfaction of the Engineer. This work may include grading and sodding, as required. Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. All tree trimmings shall conform to the applicable sections of the community forestry ordinance.

Curbs and sidewalk damaged by the Contractor during this project shall be replaced by the Contractor and constructed to ES-13 and ES-14 of the City's Standard Construction Specifications, respectively.

Items referred to on the project plans as "found pins" or "monuments" are land net corner or property corner monuments and shall be retained and protected until such time as the Engineer approves their removal. In some cases, the Contractor may be required to work around monuments. Removal of monuments not approved by the Engineer shall be replaced by a professional land surveyor at the expense of the Contractor.

Construction items that are not explicitly covered in these written specifications but are required to complete a functioning project shall not be misconstrued by the Contractor as not being a part of the scope of the work covered by the contract. Those items that are not specifically covered in these specifications, but are required by the CONTRACT PLANS, shall be constructed in accordance with the construction industry's highest standards.

The Contractor shall bring to the Engineer's attention any problems associated with any part of the design and/or construction of this project – as a consequence of design error, construction error, site conditions, or any other unanticipated construction variable. The Contractor and the Engineer will then jointly work out a solution to the problem.

INSPECTION

It shall be the responsibility of the Contractor to notify the City Engineer, or his/her designated representative, when the various phases of the project are ready for inspection.

Request for inspection may be verbal, but shall be given in sufficient time to allow the Engineer, or his/her representative, to arrange to be present as required. Failure to notify the Engineer, or his/her representative, of the inspections shall be sufficient ground to reject the uninspected work and cause its immediate removal.

All discrepancies indicated by the inspector shall be corrected by the Contractor and re-inspected before the next phase of operation is started. No claim shall be made for delays caused by correction of work found unacceptable to the inspector.

ORDER OF WORK

The specific details of the order of work will be worked out in conjunction with, and under the supervision of the City Engineer. The Contractor shall coordinate all work within city streets at least twenty-four (24) hours in advance with the Street Supervisor, Ryan DeBaun, (208) 883-7097. Failure to provide advance notification shall void any claims for delay of Contractor's work by City forces.

LOCATING WIRE

General

- A. Installation of electrically continuous tracer wire with access points as described herein to be used for locating pipe with an electronic pipe locator after installation. Tracer wire shall be installed on all water mains and services up to the water service meter box. Tracer wire shall be installed on all sanitary sewer mains and services, and storm sewer mains and services up to the service line right of way (ROW).

Materials

- A. Open Trench / Open Cut: No. 12 AWG Copper with a minimum 450 lb. break load, minimum 30 mil insulation for direct bury color coded per American Public Works Association (APWA) standard for the specific utility being marked.
- B. Directional Drilling/Boring: No 12. AWG extra strength wire with a minimum 1,150 lb. break load, minimum 45 mil HDPE insulation for direct bury, color coded per APWA standard for the specific utility being marked.
- C. Pipe Bursting: Copperhead 7x7 stranded copper-clad steel SoloShot Xtreme Strength with 4,700 lb. break load, minimum 50 mil HDPE insulation color coded per APWA standard for specific utility being marked, or approved equivalent.
- D. Direct Bury Splice Kit: 3M Direct Bury Splice Kit DBR/Y-6, or, Copperhead SnakeBite Locking Connector, Mainline to Service Connector, or an approved equal.
- E. Ground Rod: Magnesium grounding anode, 18.5" in length, 1.5 lb. minimum.

Locating Wire Access Point Box

- A. Fire Hydrant Access Point Box: Copperhead Industries Cobra, two-terminal, with flange or an approved equal.

- B. Medium Duty Access Point Box located within a path, driveway, or sidewalk: Copperhead Industries, SnakePit Concrete/Driveway, Two-terminal switchable, or an approved equal.
- C. Light Duty Access Point Box located within a yard or green strip: Copperhead Industries, SnakePit Light Duty Series, Two-terminal switchable, or an approved equal.
- D. Traffic Rated Access Point Box for water line, sanitary and storm sewer box. Located where interval between access points are greater than 500 feet:
 - 1. Frame and Cover: Rich Series 921 or 926, or approved substitute.

Marking Tape

- A. Water line marking tape: 3 inch blue 4 mil polyethylene detectible with labelling reading "Caution – Buried Water Line Below" in 1-1/2" black lettering.
- B. Sanitary and storm drain sewer marking tape: 3 inch green 4 mil polyethylene detectible with labelling reading "Caution – Buried Sewer Line Below" in 1-1/2" black lettering.

Workmanship

- A. General:
 - 1. Tracer wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal.
 - 2. Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
 - 3. Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
 - 4. Tracer wire shall be installed at the bottom half of the pipe and secured taped/tied) at 10 - foot intervals.
 - 5. Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end ground using an approved waterproof connector to a Ground Rod driven into virgin soil beneath and in line with the utility.
 - 6. All service lateral tracer wire shall be a single wire, connected to the mainline tracer wire using a three-way mainline-to-service connector, installed without cutting/splicing the mainline tracer wire.
 - 7. In occurrences where an existing tracer wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved connectors.

8. Tracer wire on all service laterals/stubs must terminate at an approved tracer wire access point located directly above the utility, at the edge of the road right-of-way, but out of the roadway.
9. One foot of excess/slack wire is required in all tracer wire access points after meeting final elevation.
10. Tracer wire must be properly grounded as specified.
11. At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a 1.5-lb., drive-in, copper plated steel ground rod.
12. When grounding the tracer wire at dead-ends/stubs, the Ground Rod shall be driven into virgin soil directly beneath and in line with the utility.
13. Where the Ground Rod wire will be connected to a tracer wire access point, one foot of excess/slack wire is required after meeting final elevation.
14. Prior to commencing any new construction, a Utility Locating System Plan (ULSP) must be submitted and approved by the City showing the proper tracer wire installation for all water and sewer lines. The ULSP will be required to show the locations of all tracer wire, ground rods, and above grade access points.
15. When tracer wire access point is to be located within a public or private street, a Traffic Rated Tracer Wire Access Point Box per MSD-2000.8 shall be used. For tracer wire access point located within a sidewalk, walking path, or driveway an access point box per 2060.2.4.B shall be used. For a tracer wire point located within a yard or green strip an access point box per 2060.2.4.C shall be used. For a tracer wire access point located on a fire hydrant an access point box per 2060.2.4.A shall be used. The tracer wire access point for water service lines shall be located in an approved water meter box per ISPWC Division 400.

Testing

- A. All new tracer wire installations shall be located using typical low frequency (512 Hz) line tracing equipment, witnessed by the City as applicable, prior to acceptance.
 - B. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
 - C. Continuity testing in lieu of actual line tracing shall not be accepted.
- Measurement and Payment

No separate measurement or payment to the Contractor will be made for the work required under this Section. This work shall be considered incidental to bid item SP-3 12-INCH AWWA C-900.

MISC REMOVALS

Items requiring removal to complete new installations of underground infrastructure that do not have a bid item specifically associated with them, but are required to complete the work shall be incidental to the new installation.

TREE ROOTS

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.

ENVIRONMENTAL PROTECTION

The contractor shall comply with all Federal, State, and local laws and regulations pertaining to protection of the environment. Best management practices shall be followed to prevent pollution of surface and groundwater, soil, and the atmosphere with any contaminate including hazardous or toxic materials. Any release of these materials into the environment will require immediate corrective action by the Contractor in accordance with applicable State and Federal regulations.

The Contractor shall conduct and schedule his/her operations and abide by the conditions of any State or Federal permit to avoid or minimize impacts on streams, lakes, wetlands, reservoirs, aquifers, and associated fish and wildlife habitat. The contractor shall not use for any purpose public storm sewer, sanitary sewer, recreation areas, regulatory floodways, wetlands, or critical habitat without written approval of the regulatory agency.

SP-1 MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; survey, geotechnical investigations and utility coordination, preparation of a construction schedule, furnishing and erecting field offices, laboratory, batch plants and other facilities necessary to undertake the Design-Build Work, security, badging and certification requirements, initial site personnel, sanitary facilities, development of site material and equipment requirements, preparing requisitions for all items and preparation of the procurement program, and 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 and payment for MOBILIZATION shall be by the lump sum. Payment for this item shall be at the price shown on the Contractor's Proposal, according to the above guidelines, and shall include all materials, labor, equipment and incidentals to do the work for:

SP-1. MOBILIZATIONLS

SP-2 REMOVALS AND DISPOSALS

This item consists of furnishing the necessary materials, labor and equipment to: saw-cut, excavate, remove and dispose of: existing bituminous surface, concrete pavement, concrete sidewalks, concrete curbs, water main, fire hydrants, manholes, catch basins, and other obstructions as required. All removals and disposals shall be in accordance with City of Moscow Engineering Specification ES-4.

The Contractor shall be responsible for all removals delineated by City staff as specified in plans, specifications, and contract documents, and as may be necessary to complete the work in accordance with the scope of the work and City Standards.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, and four (4) inches of new, compacted base rock beneath new curbs is considered incidental to the removal items.**

Curbs, sidewalks and street sections to be removed shall be saw-cut full depth, on smooth, straight lines as marked in the field. Saw cutting shall be considered incidental to this item. The concrete is to be removed and disposed of by the contractor. Location of a disposal site is the responsibility of the contractor.

All areas, on the street side of the curb, where asphalt surfacing has been removed shall be temporarily cold mix patched (min. 2.5" thick) or backfilled with crushed rock base flush with the existing asphalt surface the same day as excavation and backfill occurs. The temporary patch or backfill must then later be removed and replaced to match existing depth or with six (6) inch thick hot mix patch, whichever is lesser. The hot mix patch shall be installed a minimum of three (3) days to a maximum of seven (7) days after pouring the concrete curb/sidewalk. Temporary patching or backfill shall be maintained to provide a smooth driving surface and protected by means of traffic cones until the time of replacement with the permanent hot mix asphalt patching.

Temporary cold patching behind sidewalk is not required. All costs associated with the temporary patching or crushed rock base backfill shall be included in the removal items.

The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

The Contractor shall be especially cognizant of apparent tree roots that will require caution during the performance of this work item and shall notify the Community Forestry Administrator, David Schott (208) 883-7098, upon encountering roots of 1” or greater diameter before cutting those roots.

A. REMOVE / DISPOSE OF BITUMINOUS SURFACE

This work shall consist of, but not limited to, the removal and disposal of bituminous surface. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Existing bituminous surface to be removed shall be neatly saw-cut, removed, and disposed of in marked areas necessary to facilitate the construction of concrete curb, sidewalk, and pedestrian curb ramps. Saw cutting shall be considered incidental to this item.

The existing pavement shall be removed to a line at least 18-inches back of the firm banks of the trench (see Standard Construction Drawing 24) following temporary vehicle access and prior to final patching. Sections to be removed shall be cleanly saw-cut perpendicular to the existing curb alignment, and along painted removal lines located twenty-four (24) inches minimum from the curb line, as shown in the plans. When field conditions dictate, removal limits may be extended beyond twenty-four (24) inches to achieve ADA compliance. This item also covers any milling or removal of bituminous surface for the preparation of raised asphalt crosswalks. Location of a disposal site is the responsibility of the contractor.

Crushed rock must be placed along the edge of any vehicle or pedestrian approach affected by these removals to provide temporary vehicle access if needed to maintain local access. The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

B. REMOVE / DISPOSE OF CONCRETE SIDEWALK

This work shall consist of, but not limited to, the removal and disposal of concrete sidewalk. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings. Any property corners shall be referenced prior to removal.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate; the placement of six (6) inches of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, four (4) inches of new, compacted base rock beneath new curbs, or the restoration of landscaping is considered incidental to the removal items.**

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

C. REMOVE / DISPOSE OF CONCRETE CURB & GUTTER TYPE “B”

This work shall consist of, but not limited to, the removal and disposal of concrete curb & gutter type B. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate; the placement of six (6) inches of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, four (4) inches of new, compacted base rock beneath new curbs, or the restoration of landscaping is considered incidental to the removal items.**

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

D. REMOVE / DISPOSE OF DRAINAGE STRUCTURE

This work shall consist of, but not limited to, the removal and disposal of drainage structures regardless of the type (precast, poured in place, etc.), material and depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, excavation, materials and equipment.

E. REMOVE / DISPOSE OF 12” A/C WATER MAIN

This work shall consist of, but not limited to, the removal, packaging, transport, and disposal of 12” Asbestos Cement Water Main, also known as transite pipe, and any associated bends, couplings, tees, thrust blocks, or other fittings regardless of material and depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

- All work under these specifications shall be done in strict accordance with all applicable Federal, State, and local regulations, standards, and codes governing asbestos disturbance, handling, removal and disposal.
- The most recent edition of any relevant regulation, standard, or code shall be in effect. Where there is a conflict between the regulations, standards, codes, and/or these specifications, the most stringent requirements shall apply. The disturbance and/or removal of this material is governed by but not limited to the United States Environmental Protection Agency (EPA) Asbestos National Emission Standards for Hazardous Air Pollutants (Asbestos NESHAP) regulation at 40 CFR part 61 and the applicable United States Occupational Safety & Health Act (OSHA) standards at 29 CFR 1910 & 1926.
- The Contractor shall be responsible for any required reporting, notification, and third party inspection or air quality monitoring as required by NESHAP or OSHA regulations.
- The Contractor shall have and follow a written Removal and Disposal Plan (Plan) that describes their detailed handling and disposal procedures of the AC pipe.
 - The contractor shall submit copies of the Plan to the Engineer for review and approval fifteen business days prior to Asbestos Cement removal.
 - The Contractor shall comply with the City of Moscow and any other agencies requirements.
 - The Plan shall specify the wet techniques to be followed when the pipe collars are dislodged.
 - The Plan shall include procedures/actions to be followed if the intact AC pipe becomes broken and the possibility exists of asbestos fibers becoming airborne.
 - Plans submitted with insufficient detail will be returned requesting more information be provided

This item includes everything required to complete this work including, but not limited to excavation, labor, materials and equipment.

F. REMOVE / DISPOSE OF AIR RELEASE & MANHOLE

This work shall consist of, but not limited to, the removal and disposal of water main air release appurtenance, fittings, manhole lid, rim, and structure regardless of the type material and depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

G. REMOVE / DISPOSE OF HYDRANT

This work shall consist of, but not limited to, the removal and disposal of existing fire hydrant, thrust block, valve, and valve stack regardless of the type (precast, poured in place, etc.), material and depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to excavation, dewatering, fittings, and all labor, materials and equipment.

Measurement and Payment:

Measurement and payment for REMOVE / DISPOSE OF BITUMINOUS SURFACE shall be by the square yard as measured in the field. Measurement and payment for REMOVE / DISPOSE OF CONCRETE SIDEWALK shall be by the square yard as measured in the field. Measurement and payment for REMOVE / DISPOSE OF CURB & GUTTER shall be by the linear foot as measured in the field. Measurement and payment for REMOVE/DISPOSE DRAINAGE STRUCTURE shall be per each as measured in the field. Measurement and payment for REMOVE/DISPOSE 12" A/C WATER MAIN shall be by the linear foot as measured in the field. Measurement and payment for REMOVE/DISPOSE AIR RELEASE & MANHOLE shall be per each as measured in the field. Measurement and payment for REMOVE/DISPOSE FIRE HYDRANT shall be per each as measured in the field. Payment shall include all costs incurred to remove and dispose of the item including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-2. A. REMOVE / DISPOSE BITUMINOUS SURFACE SY

SP-2. B. REMOVE / DISPOSE CONCRETE SIDEWALK..... SY

SP-2. C. REMOVE/DISPOSE CURB & GUTTER..... LF

SP-2. D. REMOVE/DISPOSE DRAINAGE STRUCTURE..... EACH

SP-2. E. REMOVE/DISPOSE 12" A/C WATER MAIN..... LF

SP-2. F. REMOVE/DISPOSE AIR RELEASE & MANHOLE EACH

SP-2. G. REMOVE/DISPOSE HYDRANT EACH

SP-3 12-INCH AWWA C-900

This work shall consist of, but not limited to, the installation of class 235 AWWA C-900 water pipe including the required fittings, thrust blocks, specified backfill, and connections to complete the work. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill pipe zone of trench with 95% compacted three-quarter inch (3/4") minus crushed rock or approved excavated material, in lifts not to exceed six (6) inches of depth. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

All trenches excavated within existing paved streets shall be backfilled and surfaced the same day with a two inch (2") thick compacted cold mix asphalt patch (smooth) - to be replaced with the City's standard four inch (4") hot mix asphalt surfacing as soon as scheduling allows; unless specifically approved otherwise by the City Engineer. Open trenches may be temporarily covered with steel plating at the discretion of the Engineer.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill AWWA C-900 water pipe.

A. 12-INCH AWWA C-900 (CLASS C BACKFILL))

This work shall consist of, but not limited to, the installation of class 235 AWWA C-900 water pipe including the required fittings and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Backfill for this work shall be in accordance with "Class C Backfill" from Standard Drawing #33B.

B. 12-INCH AWWA C-900 (CLASS F BACKFILL))

This work shall consist of, but not limited to, the installation of class 235 AWWA C-900 water pipe including the required fittings and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Backfill for this work shall be in accordance with "Class F Backfill" from Standard Drawing #33C.

Measurement and Payment:

Measurement and payment for 12-INCH AWWA C-900 WATER PIPE and fittings shall be by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, testing, and incidentals necessary to perform the work for:

SP-3.A 12-INCH AWWA C-900 (CLASS C BACKFILL)..... LF

SP-3.B 12-INCH AWWA C-900 (CLASS F BACKFILL) LF

SP-4 8-INCH AWWA C-900 (CLASS F BACKFILL)

This work shall consist of, but not limited to, the installation of class 235 AWWA C-900 fire service including the required fittings, thrust blocks, specified backfill, and connections to complete the work. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill trench with 95% compacted three-quarter inch (3/4") minus crushed rock in lifts not to exceed six (6) inches of depth. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings. Installation shall be conducted and tested under the supervision of the sprinkler service company for each respective building and shall conform to NFPA 24.

All trenches excavated within existing paved streets shall be backfilled and surfaced the same day with a two inch (2") thick compacted cold mix asphalt patch (smooth) - to be replaced with the City's standard four inch (4") hot mix asphalt surfacing as soon as scheduling allows; unless specifically approved otherwise by the City Engineer. Open trenches may be temporarily covered with steel plating at the discretion of the Engineer.

Backfill for this work shall be in accordance with "Class F Backfill" from Standard Drawing #33C

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, inspect, test, and backfill AWWA C-900 water pipe.

Measurement and Payment:

Measurement and payment for 8-INCH AWWA C-900 WATER PIPE (CLASS F BACKFILL) shall be by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4 8-INCH AWWA C-900 (CLASS F BACKFILL)..... LF

SP-5 6-INCH AWWA C-900 (CLASS F BACKFILL)

This work shall consist of, but not limited to, the installation of class 235 AWWA C-900 water pipe including the required fittings, thrust blocks, specified backfill, and connections to complete the work. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill trench with 95% compacted three-quarter

inch (3/4") minus crushed rock in lifts not to exceed six (6) inches of depth. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

All trenches excavated within existing paved streets shall be backfilled and surfaced the same day with a two inch (2") thick compacted cold mix asphalt patch (smooth) - to be replaced with the City's standard four inch (4") hot mix asphalt surfacing as soon as scheduling allows; unless specifically approved otherwise by the City Engineer. Open trenches may be temporarily covered with steel plating at the discretion of the Engineer.

Backfill for this work shall be in accordance with "Class F Backfill" from Standard Drawing #33C.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill AWWA C-900 water pipe.

Measurement and Payment:

Measurement and payment for 6-INCH AWWA C-900 WATER PIPE (CLASS F BACKFILL) shall be by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-5 6-INCH AWWA C-900 (CLASS F BACKFILL)..... LF

SP-6 2-INCH PEP SERVICE LINE (CLASS F BACKFILL)

This work shall consist of, but not limited to, the installation of water service pipe including the required fittings from the water main pipe to the existing water service meter box. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

All trenches excavated within existing paved streets shall be backfilled and surfaced the same day with a two inch (2") thick compacted cold mix asphalt patch (smooth) - to be replaced with the City's standard four inch (4") hot mix asphalt surfacing as soon as scheduling allows; unless specifically approved otherwise by the City Engineer. Open trenches may be temporarily covered with steel plating at the discretion of the Engineer.

Backfill for this work shall be in accordance with "Class F Backfill" from Standard Drawing #33C.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill 2" PEP Service Line.

Measurement and Payment:

Measurement and payment for 2-INCH PEP SERVICE LINE (CLASS F BACKFILL) shall be by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-6 2-INCH PEP SERVICE LINE (CLASS F BACKFILL)..... LF

SP-7 12-INCH BUTTERFLY VALVE

This work shall consist of, but not limited to, the installation of butterfly valve. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings. Butterfly valves shall be in compliance with ANSI/AWWA C504 Standard Class 250B.

Butterfly Valves (all sizes) shall be ductile iron resilient seated valves with a stainless steel mating surface, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Measurement and payment for 12-INCH Butterfly valve shall be per each with valve box. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-7 12-INCH BUTTERFLY VALVE EACH

SP-8 8-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of gate valve. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Measurement and payment for 8-INCH GATE VALVE shall be paid per each with valve box. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-8 8-INCH GATE VALVE EACH

SP-9 INSTALL FIRE HYDRANT

This work shall consist of, but not limited to, the installation of fire hydrant with tee fitting and 6" gate valve included. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-22, and the Standard Drawings. The fire hydrant barrel shall be wrapped with a 10 mil polyethylene barrier, and a concrete collar 2 feet in diameter and 6 inches thick will be poured around the fire hydrant barrel at a depth 6 inches below the ground level.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, fire hydrant, concrete collar, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Measurement and payment for INSTALL FIRE HYDRANT shall be paid per each with valve box. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-9 INSTALL FIRE HYDRANTEACH

SP-10 WATER SERVICE CONNECTION

This work shall consist of, but not limited to, the installation of water service connection regardless of size and type, the connection to the newly installed water main, and the installation of a water meter vault. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-20, and the Standard Drawings.

Water Service Connection will be made from the newly installed water main to the existing water service line. Water Service Connection will include removal and disposal of existing water service valve and valve stack. Water meter vaults are to be Armorcast A6001974TAPCX36 / A6001974HDAPCX36 or equivalent, vault lid to read "WATER." The City will provide 2" water meter and setter to be installed by the contractor. Removal and disposal of existing water service pipe necessary to install WATER SERVICE CONNECTION will be considered incidental to this item. This item includes everything required to complete this work including, but not limited to labor, excavation, materials and equipment.

Measurement and Payment:

Measurement and payment for WATER SERVICE CONNECTION shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, service tap and saddle, corporation stop, service pipe (unless otherwise specified), fittings and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-10 WATER SERVICE CONNECTIONEACH

SP-11 CONNECT TO EXISTING MAIN

This work shall consist of, but not limited to, the work and materials required to connect to existing water mains. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, ES-21 and the Standard Drawings.

The Contractor shall cut and remove pipeline components as indicated by the plans and as necessary for the installation of the required fittings at the points of connection. The Contractor shall determine the exact length of the existing water main that must be removed, and shall cut and bevel all pipe ends to prevent damage to couplings or gaskets during installation of the new fittings. The exterior of the existing pipe end shall be cleaned to a sound, smooth finish before installation of fittings. All damage to existing pipelines to remain in-service that is caused by the Contractor's operations shall be repaired by the Contractor at no expense to the City.

The Contractor shall provide and install all pipeline, fittings, and other components necessary to complete the connection of the new water main and the existing pipeline(s) unless otherwise noted in the plans. All fittings, pipeline, thrust blocking, restraints, and other components required to complete the connection shall be provided and installed by the Contractor at no additional cost to the City, unless otherwise noted on the plans.

When work is started on a connection, it shall proceed continuously without interruption, and as rapidly as possible until completed. If the connection to the existing system involves turning off the water, the Contractor shall be responsible for notifying the residents affected by the shutoff. No shutoff of mains will be permitted overnight, over weekends, or on holidays.

No connections or modifications to the existing water system shall be made unless the Engineer or authorized representative of the City's Water Department is present. All such connections or modifications shall be completed between 6:30 a.m. and 5:00 p.m., Monday through Friday, unless requested and approved a minimum of 2 working days in advance.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement and payment for CONNECT TO EXISTING MAIN shall be paid per each connection to existing water main regardless the size or type. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, excavation, equipment, dewatering, and incidentals necessary to perform the work for:

SP-11 CONNECT TO EXISTING MAINEACH

SP-12 SEPARATION OF POTABLE AND NON-POTABLE PIPELINES

This work consists of, but not limited to, the installation of potable water pipeline in accordance with this Special Provision wherein the crossing of potable and non-potable pipelines is unavoidable. The installation of potable water pipeline shall be completed in accordance with the Project Plans, Engineering Specifications, ES-25, ES-26, City of Moscow Standard Construction Drawings, and these Specifications.

When the proposed potable water pipe crosses an existing non-potable pipeline with eighteen (18) or more inches of vertical separation, then the potable water pipeline joints must be as far as possible from the non-potable water pipeline.

Where the proposed potable water pipeline crosses an existing non-potable pipeline with less than eighteen (18) inches of vertical separation; then the potable pipeline joint to be as far as possible from the non-potable pipeline; and either:

1. Non-potable pipeline constructed with potable water class pipe for a minimum of ten (10) feet either side of potable pipeline with a single twenty (20) foot section of potable water class pipe centered on the crossing; or
2. Potable water pipeline shall be encased in a larger diameter, un-jointed, potable water class pipe, for distance nominally ten horizontal feet each side of the crossing as approved by Engineer.

Potable water pipe shall be centered within the carrier pipe employing pipe casing spacers every six (6) to eight (8) feet. Pipe ends shall be sealed using end seals or grout, as approved by Engineer. A Separation of Potable and Non-Potable Pipeline plan shall be submitted to the Engineer three (3) business days prior to non-potable pipeline crossing. Use of hydraulic cementitious materials such as concrete, controlled density fill, and concrete slurry encasement is not allowed as a substitute for sleeving. If the potable pipeline is below the non-potable pipeline, the non-potable pipeline must also be supported through the crossing to prevent settling.

Water Main Location and Separation. The location and separation of the potable and non-potable pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08. – Idaho Rules for Public Drinking Water Systems.

Measurement and Payment:

SEPARATION OF POTABLE AND NON-POTABLE PIPELINES will be measured for each device furnished and installed on the project. Payment shall include all materials, labor, equipment, and incidentals necessary to perform the described work including installation, removal, maintenance, and disposal at an approved disposal site for:

SP-12 SEPARATION OF POTABLE AND NON-POTABLE PIPELINES .EACH

SP-13 INSTALL DRAINAGE STRUCTURE

This work shall consist of, but not limited to, the installation of a City of Moscow standard catch basin and connection to any accompanying pipe. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-18, ES-19, ES-23, and the Standard Drawings. Catch basins shall be placed in the flow line of the street.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly installed drainage structure, such that adjacent area is left in its original state.

This item includes everything required to complete this work including, but not limited to labor, excavation, materials and equipment.

Measurement and Payment:

Measurement and payment for INSTALL DRAINAGE STRUCTURE shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, frame, grate, backfill, connection to accompanying pipe, necessary couplings, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-13 INSTALL DRAINAGE STRUCTUREEACH

SP-14 3/4" (-) CRUSHED ROCK BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included under SP-3, SP – 4, SP-5 and SP – 6 in these specifications. The installation shall be in accordance with the Project Plans, ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed at a minimum depth of six **(6) inches** and compacted in six (6) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item is for road base only. Aggregate used for trench backfill is incidental to pipe installation.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement and payment for 3/4" (-) CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the project plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The

unit price, per ton, shall include all materials, labor, equipment, and incidentals necessary to furnishing, placing and compacting:

SP-14 3/4" (-) CRUSHED ROCK BASE TON

SP-15 1-1/4" (-) CRUSHED ROCK BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included under SP-3, SP-4, SP-5, and SP-6 in these specifications. Installation shall be in accordance with the Project Plans, Engineering Specifications ES-7, and the Standard Drawings.

This item is to be placed at an eight (8) inch depth under the three-quarter inch minus (3/4") base rock layer for new HMA pavement. Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in six (6) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item is for road base only. Aggregate used for trench backfill is incidental to pipe installation.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement and payment 1-1/4" (-) CRUSHED ROCK BASE shall be paid by the ton, as determined by weigh slips, at the thickness described above and as shown on the project plans. Payment shall be as shown on the Contractor's Proposal and shall include, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-15 1-1/4" (-) CRUSHED ROCK BASE TON

SP-16 SOFT SPOT REPAIR

This work shall consist of, but not limited to, the repair of soft spots. Type II ITD woven or nonwoven geotextile will be used where soft spot repairs are needed. 1-1/4" minus crushed gravel shall be used as fill in the repair location. The area of excavation shall have a depth of at least one (1) foot as determined by the Engineer. The repair shall be completed in accordance with the Project Plans, Engineering Specifications ES-8, Standard Drawings, and these Specifications.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement and payment for SOFT SPOT REPAIR shall be by the square yard as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, dewatering, base rock, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-16 SOFT SPOT REPAIR S.Y.

SP-17 HOT MIX ASPHALT PATCHING

This work shall consist of paving back removed bituminous surfaces with hot mix asphalt pavement as shown in the Contract Plans and in accordance with ES-15, and these Specifications. This work shall take place after the aggregate base grade and compaction adjacent to curb are approved by the Engineer. This item shall consist of minimum two lifts of 1/2" Superpave HMA pavement surface course as specified in ES-15. Each lift shall not exceed 3" of compacted depth.

Asphalt shall have a maximum compacted -thickness of four (4) inches.

Do not apply asphalt if the roadway surface or weather conditions can prevent proper construction. Apply an asphalt tack coat to existing asphalt surfaces and to the surface of each course constructed, except the final course. Apply tack coat to transverse and longitudinal joints and the contact surfaces of curbing, gutters, manholes or other structures. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Measurement and Payment:

Measurement and payment for HOT MIX ASPHALT PATCHING shall be by the ton, as determined by weigh slips, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall include all costs incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-17 HOT MIX ASPHALT PATCHING TON

SP-18 CONCRETE CURB & GUTTER TYPE "B"

This work shall consist of constructing either concrete Curb and Gutter Type B.

Two (2) No. 4 rebar dowels shall be epoxy embedded a minimum of six (6) inches into abutting sawn curb and gutter. One dowel shall be centered (back to face of curb) in the vertical curb section six (6) inches from the bottom of curb, and one shall be centered vertically (top to bottom of gutter

section), fifteen (15) inches from the back of curb. Dowels shall extend six (6) inches into the new concrete curb and gutter section to be constructed.

Excavated areas on road side of curb shall be replaced with ¾" minus crushed aggregate conforming to City of Moscow Standard ES-7 to the level of the adjacent asphalt and compacted to 95% of AASHTO T-99 maximum density in lifts not to exceed 8 inches depth. See SP-2 REMOVALS AND DISPOSALS for temporary patching and/or backfill requirements.

Excavation and disposal of material necessary to accommodate the placement of 4 inches of new compacted base rock beneath new curb is considered incidental to the removal items. Doweling of curb, backfill, and compaction are considered incidental to this item.

Backfill of lawn areas adjacent to new curbs shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties and shall be considered incidental to this item.

Measurement and Payment:

Measurement and payment for CONSTRUCT CONCRETE CURB & GUTTER TYPE "B" shall be by the linear foot for either Type A Curb or Type B Curb and Gutter as measured in the field. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-18 CONCRETE CURB & GUTTER TYPE "B" L.F.

SP-19 CONCRETE SIDEWALK

This work shall consist of, but not limited to, the installation of 5 (five) inch thick concrete sidewalk. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-14, and the Standard Drawings.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed sidewalk, such that adjacent area is left in its original state.

Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new compacted base rock beneath the sidewalk is considered incidental to the removal items. The rock shall be compacted to 95% of standard density as determined by AASHTO T-99.

Backfill of lawn areas adjacent to new sidewalks shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil backfill and labor shall be considered incidental to this item.

This item includes everything required to complete this work including, but not limited to labor, base rock, excavation, topsoil, materials, and equipment.

Measurement and Payment:

Measurement and payment for CONCRETE SIDEWALK shall be paid by the square yard as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include base rock, excavation, topsoil, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-19 CONCRETE SIDEWALK..... S.Y.

SP-20 FIRE HYDRANT BOLLARD

This work shall consist of, but not limited to, the construction of a six (6) inch diameter ductile iron, concrete filled protective bollard. Bollards will be buried three (3) feet in an eighteen (18) inch diameter footing. The footing shall extend three and a half (3 1/2) feet below the ground surface and be filled using a 4000 psi outdoor concrete mix. A six (6) inch ductile iron pipe will be centered in the footing. A minimum of four (4) feet of the ductile iron pipe shall extend above grade and will be installed plumb and filled with concrete with a finished rounded top to prevent standing water on top of bollard. The top of the footing will also be sloped away from pipe at a minimum of 2%. After placement and concrete setting, bollards shall be painted "Fire Hydrant Red" using Rust-Oleum Acrylic Fire Hydrant Enamel paint, or equivalent. A minimum of two (2) or more coats of paint shall be applied to achieve a uniform color on the entire bollard.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement and payment for FIRE HYDRANT BOLLARD will be per each for each device furnished and installed on the project.

SP-20 FIRE HYDRANT BOLLARD..... EACH

SP-21 INLET PROTECTION

This work consists of, but not limited to, installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-25, ES-26, City of Moscow Standard Construction Drawings, and these Specifications.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Measurement and Payment:

Measurement and payment for INLET PROTECTION will be per each for each device furnished and installed on the project.

No separate payment will be made in the event that inlet protections are transferred from existing inlets to new inlets. Payment shall include all materials, labor, equipment and incidentals necessary to perform the described work including installation, removal, maintenance, and disposal at an approved disposal site for:

SP-21 INLET PROTECTION EACH

SP-22 TRAFFIC CONTROL

This item shall consist of furnishing all necessary materials, labor, equipment and incidentals necessary to adequately sign, flag and direct vehicular traffic and pedestrians through or around the project. Traffic control must conform to the requirements of ES-2, the Manual on Uniform Traffic Control Devices (MUTCD), ITD's Standard Specifications for Highway Construction, and these Specifications. Initiation of the traffic control plan will require five (5) days prior notification of the City.

Traffic control plan(s) must be approved by the Engineer prior to the commencement of any work. The Contractor can choose to adopt the Traffic Control Plans provided in the Plans or can supply their own Traffic Control Plans prepared by a Traffic Control Supervisor.

Approval of construction signing and flagging assignment must be made in the field by the Engineer prior to any paving operations.

A sufficient number of traffic control devices shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the latest edition of the MUTCD. When flagging is to be used, an adequate number of certified flaggers must be provided for each movement of traffic. The contractor shall have flagging vests and stop paddles on the job for use in flagging operations. The contractor must be prepared to provide unexpected signing if construction operations dictate the need. The contractor must also provide an individual to function as a contact for traffic control maintenance in evenings and weekends.

If at any time, required traffic control is not in place as shown in the traffic control plan(s), the City may immediately stop all work until adequate traffic control is in place.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the work. Construction shall be scheduled such that parking areas and business entrances are accessible for all effected commercial enterprises.

Pedestrian traffic shall be closed to the project area. The contractor shall provide and place sidewalk closure and detour signage to adequately route pedestrian traffic around the site in a manner that minimizes “back-tracking” and additional walking distance. This will be included in the traffic control plan and must be approved by the engineer prior to beginning the work.

Traffic control devices shall be continuously maintained by the Contractor until the concrete has sufficiently cured and adjacent topsoil has been replaced to allow the safe return to normal use of the facility by the public.

Measurement and Payment:

Measurement and payment for TRAFFIC CONTROL shall be by the lump sum as shown on the Contractor’s Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-22 TRAFFIC CONTROL.....LS

SP-23 FORCE ACCOUNT

Perform work on a force account basis, if required by the contract or as directed. Record force account work on City-provided forms and submit at the end of each work day to allow immediate field verification. The Engineer will revise, as appropriate, the daily force account records and provide duplicate report sheets to the Contractor for signature. Duplicate report sheets, signed by the Engineer and the Contractor, are the true record of force account work.

Satisfactory Evidence/Documentation.

The Engineer will not approve force account work payment before the Contractor submits an itemized cost statement for that work. The Engineer will review the itemized statement and approve payment for the cost the Engineer deems reasonable based on experience and prevailing market rates. The Engineer may request the Contractor to submit additional evidence to support the cost. Submit the following information in itemized statements for force account work:

1. For labor: name, classification, dates worked, daily hours, total hours, labor rate, and extended amount for each laborer and foreman.
2. For equipment: designation, dates used, daily hours, total hours of actual operation and standby, rental rate, and extended amount for each equipment unit. Include the manufacturer's name or trademark, model number, and manufacture year with the designation.
3. For material: quantities, cost, and extensions, including source recover fees, royalties, and use tax.
4. Transportation cost for material, free on board (FOB), to the project site.
5. Documentation showing payment for invoiced items, including work, material, and transportation.

If providing material from the Contractor's stock for force account work, submit a signed verification of the following:

1. Material was provided from the Contractor's stock.
2. Material quantity was used for the force account work.
3. Material and transportation costs represent the Contractor's actual cost, excluding overhead.

Measurement and Payment:

The City will pay for FORCE ACCOUNT work based on the reviewed and approved Contractor itemized cost statement. This payment is full payment for performing the force account work.

Labor:

The City will pay for laborer and foremen performing approved force account work.

The City will pay the wage rate or scale approved in writing before beginning work.

The City will pay an amount equal to 120 percent of the sum of the direct labor cost. This payment is broken down into field office overhead (5 percent), home office overhead (10 percent), and profit (5 percent) totaling the additional 20 percent above direct labor cost. The City will not pay for costs deemed unreasonable.

Material:

For materials approved and used in the work, the City will pay for material costs, including transportation costs, source recovery fees, royalties, and use or sales tax.

The City will pay the Contractor an additional 15 percent of this sum as pay for field office overhead, home office overhead, and profit.

Equipment.

The City will pay the Contractor for machinery or special equipment (other than small tools) on force account work as specified in this subsection. Obtain written approval of the rental rates established in this subsection before beginning the force account work.

The City will pay the Contractor an additional 10 percent of the hourly operated rate, calculated above, as pay for field office overhead, home office overhead, and profit.

APPENDIX I

PROJECT DRAWINGS

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	VICINITY MAP
2	PROJECT REMOVALS
3	PROJECT PLANS
4	PLANS & PROFILE 1
5	PLANS & PROFILE 2
6	PLANS & PROFILE 3
7	DETAILS 1
8	DETAILS 2
9	DEATAIL 3
10	TRAFFIC CONTROL

CITY OF MOSCOW

PALOUSE MALL AC WATER MAIN

REPLACEMENT PROJECT - 2023

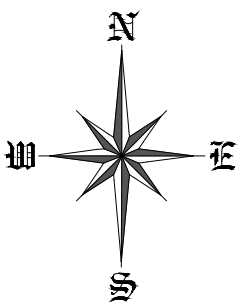
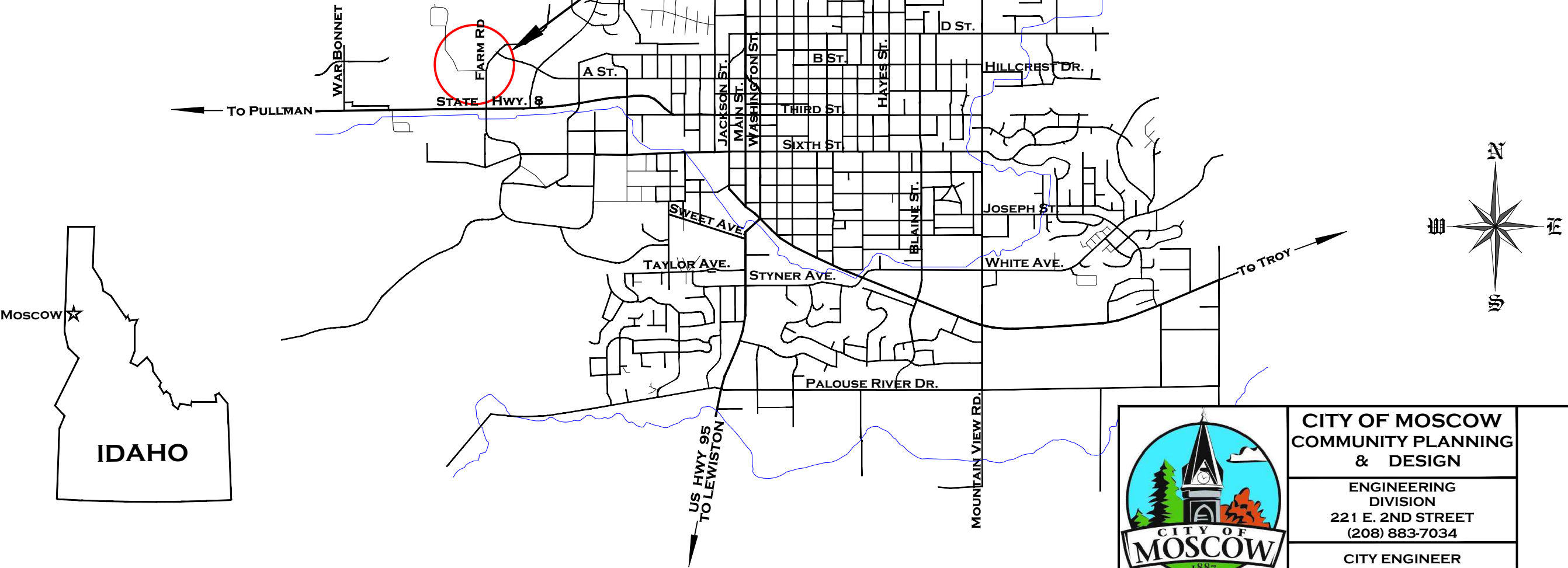
PROJECT NO. 102-021

PROJECT LOCATION

LEGEND	
FIBER OPTIC	
COMMUNICATION	
GAS	
POWER	
STORM SEWER	
SANITARY SEWER	
WATER EXISTING	
WATER PROPOSED	
CURB TYPE A	
CURB & GUTTER	
THRUST BLOCK	
POWER POLE	
AIR RELEASE	
SANITARY MANHOLE	
STORM MANHOLE	
WATER VALVE	
CATCH BASIN	
FIRE HYDRANT	
TRUNCATED DOMES	
PLANT MIX PATCHING	
CONCRETE PAVING	

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES AND EXISTENT DEPTH VERIFICATION. CALL 811 AT LEAST TWO FULL BUSINESS DAYS PRIOR TO EXCAVATING.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL SPOILS MATERIALS.
4. INITIAL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CITY OF MOSCOW FOR HORIZONTAL CONTROL. CONTRACTOR IS RESPONSIBLE FOR SETTING FORMS TO GRADE USING THE ELEVATIONS SHOWN IN THESE PLANS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR RESIDENCES AND BUSINESSES SERVED BY AFFECTED STREETS AND SHALL COORDINATE AND COMMUNICATE ALL WORK SCHEDULING WITH THE AFFECTED RESIDENCES AND BUSINESSES.
6. THE CONTRACTOR SHALL COMPLETE THIS PROJECT AS EXPEDITIOUSLY AS POSSIBLE IN ORDER TO MINIMIZE THE IMPACT ON ADJACENT RESIDENCES AND BUSINESSES.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC AND PEDESTRIAN CONTROL AND SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THE IDAHO TRANSPORTATION DEPARTMENT PERMIT AND THE MUTCD.

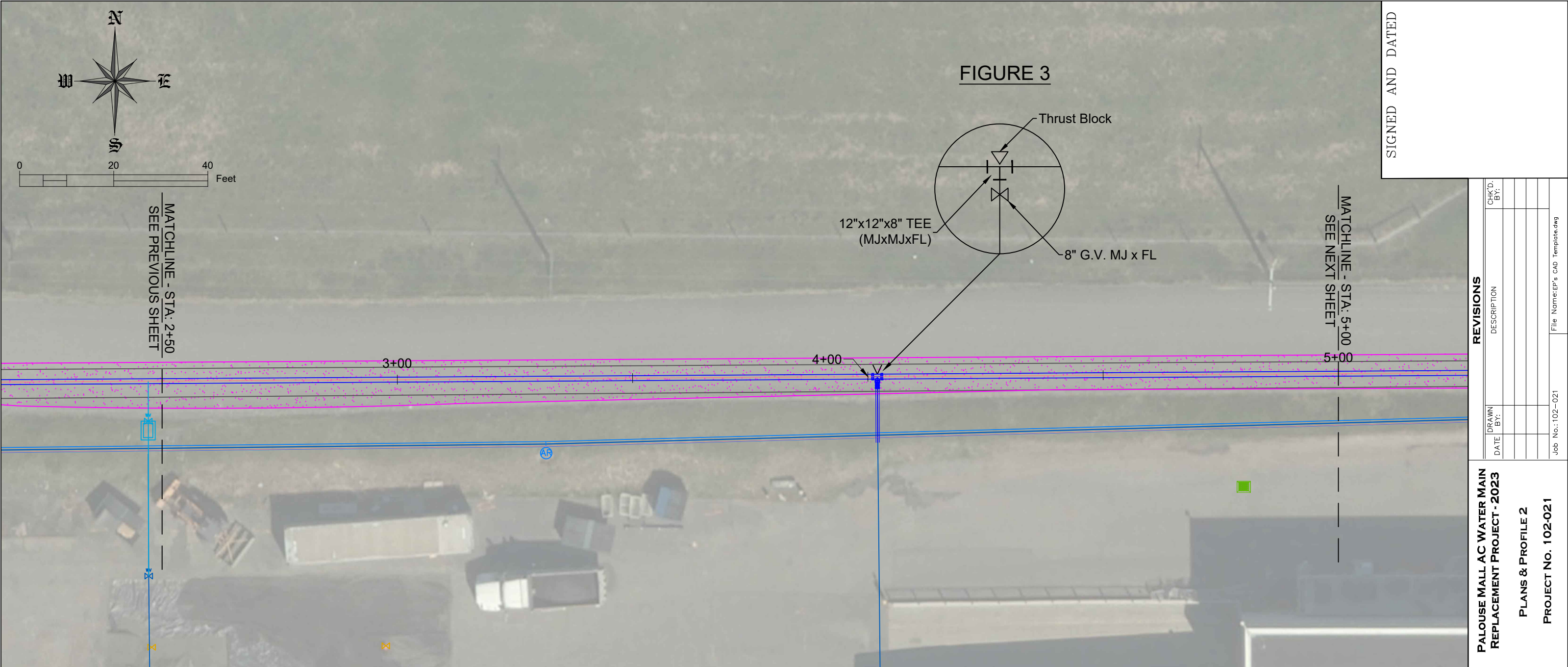




CITY OF MOSCOW
COMMUNITY PLANNING
& DESIGN

ENGINEERING
DIVISION
221 E. 2ND STREET
(208) 883-7034

CITY ENGINEER
SCOTT BONTRAGER



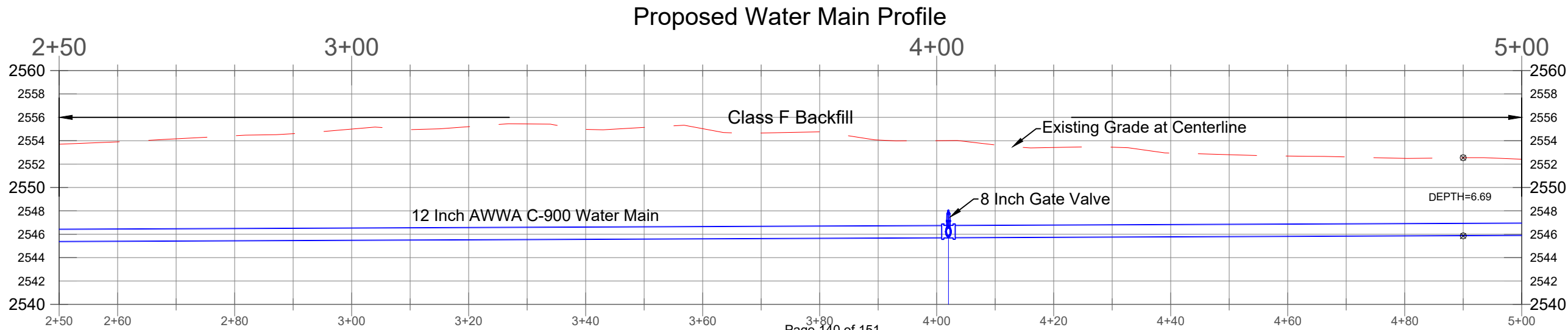
SIGNED AND DATED

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PALOUSE MALL AC WATER MAIN
REPLACEMENT PROJECT - 2023

PLANS & PROFILE 2

PROJECT NO. 102-021

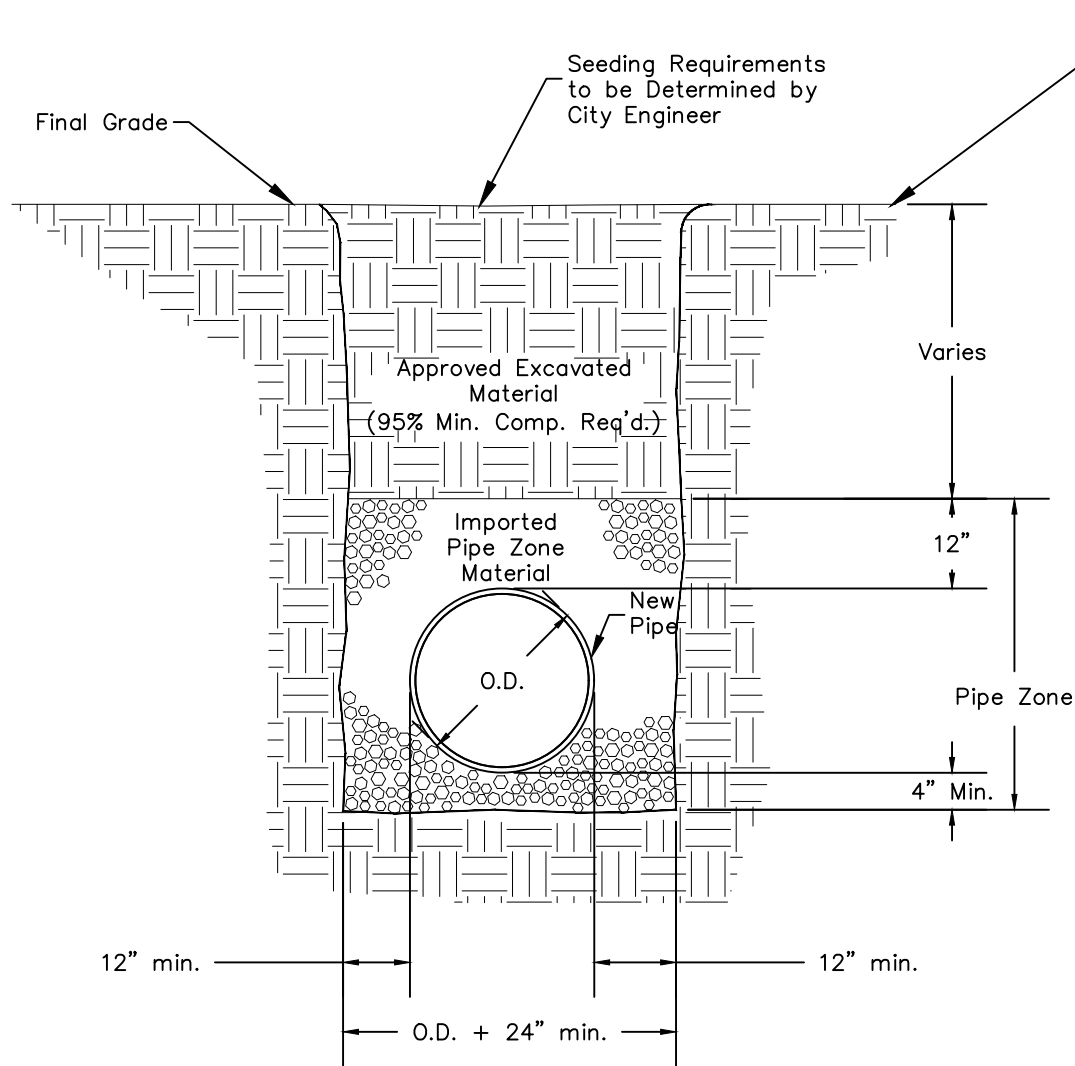


SCALE: 1" = 20'
DATE: 2/27/2023
DRAWN BY: E. PETERSON
CHECKED BY: N.S. & S.B.

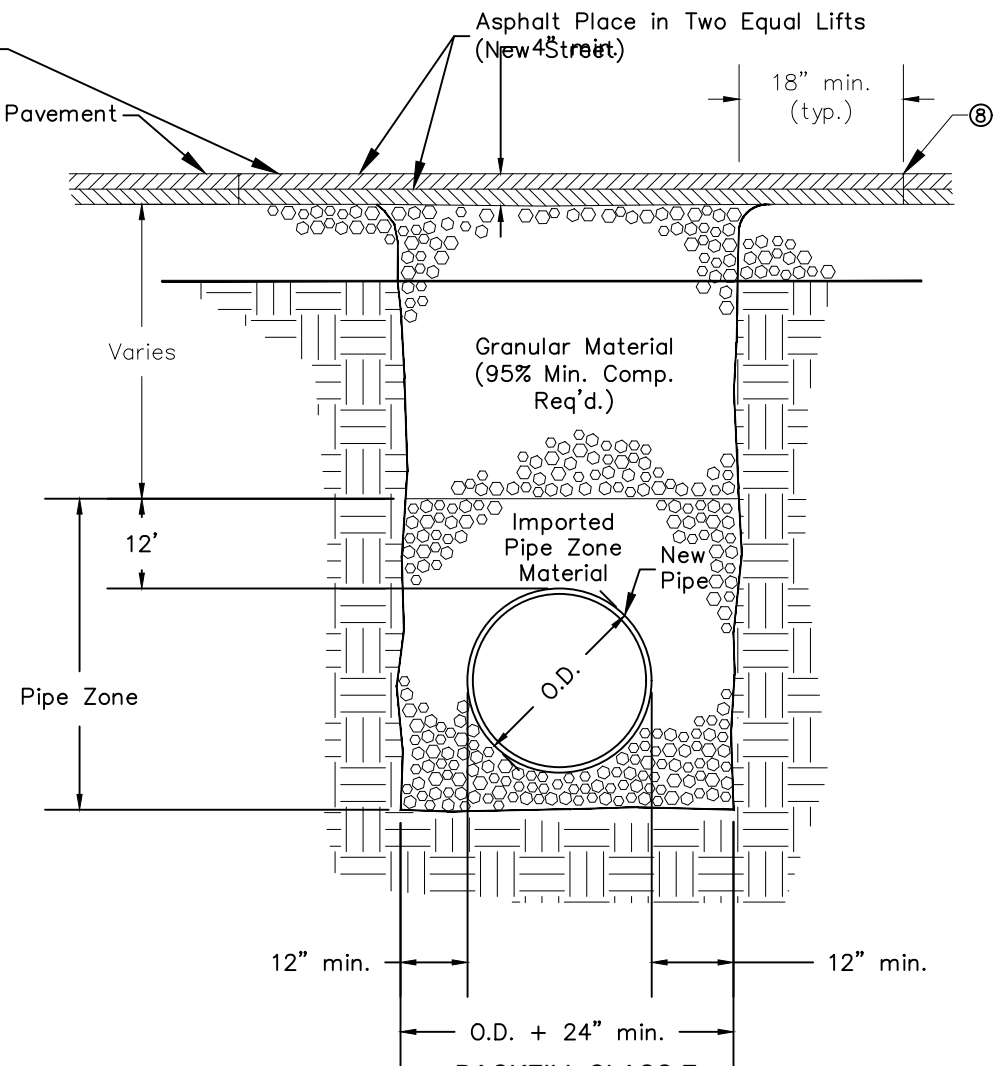
CITY OF MOSCOW

ENGINEERING DIVISION

MOSCOW, IDAHO



**BACKFILL CLASS C
TYPICAL SECTION**



**BACKFILL CLASS F
TYPICAL SECTION**

NOTES:

1. Class 'A' Backfill shall be used in areas where there is to be re-vegetation and some trench settlement may be tolerated.
2. Class 'D' Backfill is for areas where asphalt pavement, concrete, curb, sidewalk, or gravel surfacing is existing or anticipated.
3. Class 'F' Backfill shall be utilized in trenches within existing pavement.
4. Compaction for all trench backfill above the pipe zone shall be 95% minimum of AASHTO T99. All native backfill material shall be placed in six inch (6") maximum lifts and wide sheepsfoot roller. Density testing frequency for native backfill will be in excess of that required for the Class 'D' crushed aggregate backfill.
5. Backfill around manholes and catch basins shall be all crushed aggregate; native material backfill will not be allowed.
6. Base aggregate depth and type to be the same as that required for the street section where this trench backfill is utilized.

7. All trenches excavated within existing paved streets shall be backfilled and surfaced the same day with a two inch (2") thick compacted cold mix asphalt patch (smooth) – to be replaced with the City's standard four inch (4") hot mix asphalt surfacing as soon as scheduling allows; unless specifically approved otherwise by the City Engineer.
8. The new asphalt patch shall match the existing pavement grade. Across the width of the trench, the new surface shall not exceed 0.25 inches out-of-level.
9. Existing pavement shall be cut full depth and in continuous, straight lines. Broken edges will not be allowed. Pavement cuts shall be 'tacked' immediately prior to installation of the hot mix patch.
10. Contractor shall comply with the most current OSHA requirements for excavations.
11. Backfill shall comply with the requirements of the City's Standard Construction Specifications.

SIGNED AND DATED

REVISIONS			
DATE	DRAWN BY	DESCRIPTION	CHK'D BY
Job No.: 102-021 File Name: EP's CAD Template.dwg			

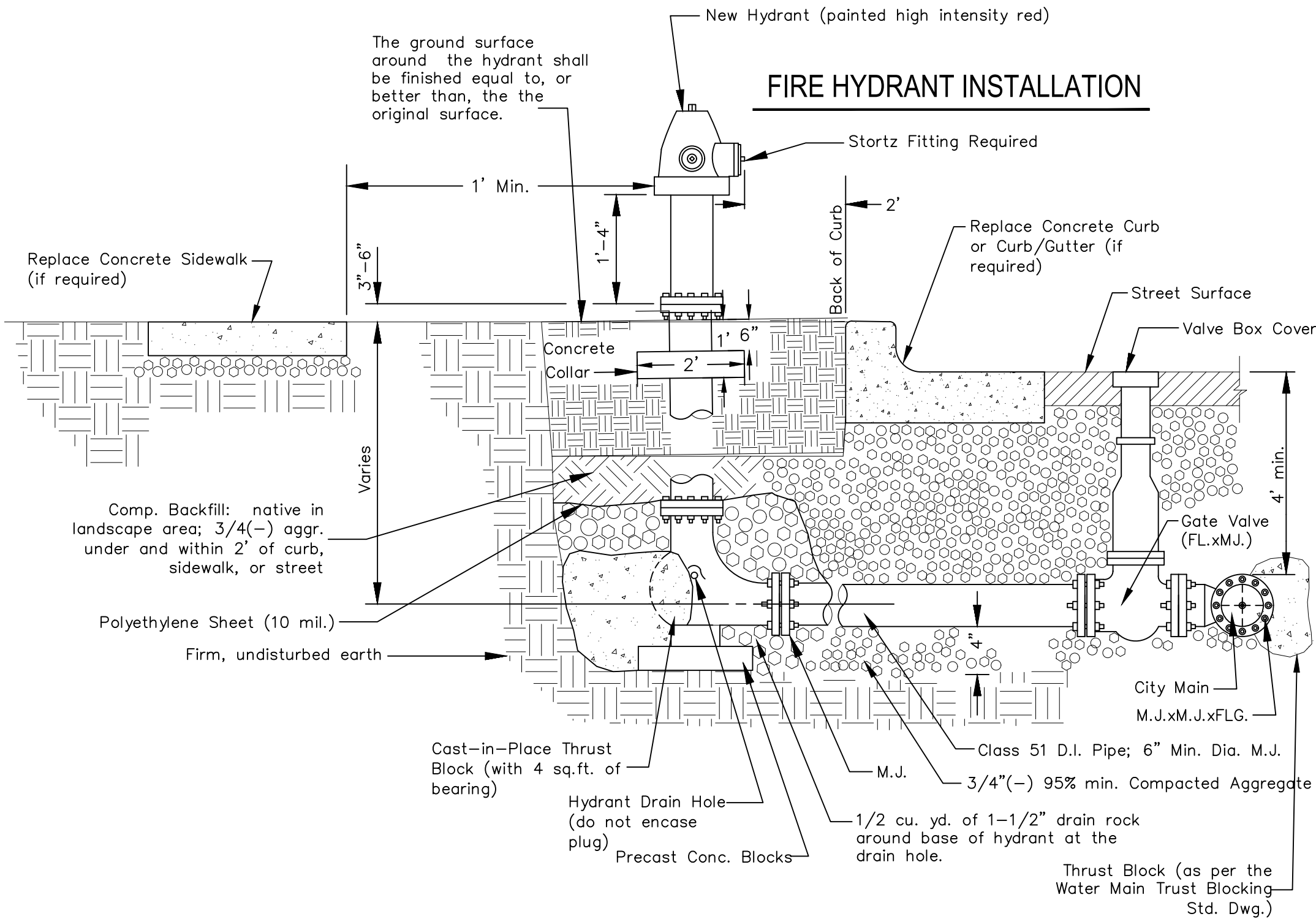
PALOUSE MALL AC WATER MAIN REPLACEMENT PROJECT - 2023		DETAILS 1	
PROJECT NO. 102-021			

SCALE: N/A	DATE: 2/27/2023	DRAWN BY: E. PETERSON	CHECKED BY: N.S. & S.B.
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CITY OF MOSCOW	
ENGINEERING DIVISION	
MOSCOW, IDAHO	

SHEET 7 OF 10

SIGNED AND DATED



NOTES:

1. Thrust blocks shall be cast against undisturbed, firm earth.
2. Hydrants shall be set truly vertical.
3. Materials and installation shall also conform to the City's Standard Specifications.
4. FOR LIVE TAP ONLY: After the Contractor exposes the main, the City will provide the labor and pipe tapping tools for this connection at a set fee to the Contractor. Contractor is responsible for trench backfill and street patch in accordance with City Standards.
5. Where sidewalk is adjacent to or within four feet (4') of the back of curb the hydrant shall be located one foot (1') behind the sidewalk (measured from the face of the hydrant cap to back of sidewalk). Where there is curb but no sidewalk the hydrant shall be located two feet (2') from the back of curb (measured to the face of the hydrant cap). Where there is no sidewalk or curb locate the hydrant as directed by the City Engineer.
6. All fire hydrants and the water lines to the fire hydrants become the City's once installed. Twenty foot (20') wide public utility easements centered on and around the fire hydrant and the waterline to the fire hydrant shall be granted to the City.
7. Furnish and install protective bollards if required by the City Engineer.
8. A three foot (3') radius clear zone required all around fire hydrant, maximum slope of 10%.
9. Fire hydrant to be set to manufacturer elevation and bury specifications.
10. A Concrete Collar two feet (2') in diameter and six inches (6") thick shall be poured around the hydrant barrel six inches (6") beneath ground level. A ten (10) mil polyethylene sheet shall be placed between the barrel and collar.

REVISIONS

CHK'D. BY:	DESCRIPTION	DRAWN BY:	DATE

Job No.: 102-021

File Name: EP's CAD Template.dwg

PALOUSE MALL AC WATER MAIN REPLACEMENT PROJECT - 2023

DETAILS 2

PROJECT No. 102-021

SCALE: N/A	DATE: 2/27/2020	DRAWN BY: E. PETERSON	CHECKED BY: N.S. & S.B.
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CITY OF MOSCOW

ENGINEERING DIVISION

MOSCOW, IDAHO



Attachment B

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 3-28-2023

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 PALOUSE MALL AC WATER MAIN REPLACEMENT - 2023, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Haddock Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid 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 PWC-C-12040-U-1-2-3
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a. <u>Knox Concrete</u>	<u>Concrete</u>	<u>PWC-C-16917-B-4</u>	<u>\$5,000⁰⁰</u>
b. <u>Herco Asphalt & Paving</u>	<u>Paving</u>	<u>PWC-C-10067-B-4</u>	<u>\$20,000⁰⁰</u>
c. <u>Pacific Technologies, Inc</u>	<u>Asbestos Rem.</u>	<u>PWC-C-10098</u>	<u>\$30,000⁰⁰</u>
d. _____	_____	_____	_____
e. _____	_____	_____	_____

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for PALOUSE MALL AC WATER MAIN REPLACEMENT - 2023 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>
SP 1.	Mobilization	1 LS	\$ 50,000 ⁰⁰	\$ 50,000 ⁰⁰
SP 2.A	Remove / Dispose Bituminous Surface	560 SY	\$ 4 ⁰⁰	\$ 2,240 ⁰⁰
SP 2.B	Remove / Dispose of Concrete Sidewalk	8.5 SY	\$ 100 ⁰⁰	\$ 850 ⁰⁰
SP 2.C	Remove / Dispose of Concrete Curb & Gutter	28 LF	\$ 20 ⁰⁰	\$ 560 ⁰⁰
SP 2.D	Remove / Dispose of Drainage Structure	1 EA	\$ 1,300 ⁰⁰	\$ 1,300 ⁰⁰
SP 2.E	Remove / Dispose 12" AC Water Main	735 LF	\$ 94 ⁰⁰	\$ 69,090 ⁰⁰
SP 2.F	Remove / Dispose Air Release & Manhole	2 EA	\$ 2,100 ⁰⁰	\$ 4,200 ⁰⁰
SP 2.G	Remove / Dispose of Fire Hydrant	2 EA	\$ 2,100 ⁰⁰	\$ 4,200 ⁰⁰
SP 3.A	12- Inch AWWA C-900 (Class C Backfill)	153 LF	\$ 113 ⁰⁰	\$ 17,289 ⁰⁰
SP 3.B	12- Inch AWWA C-900 (Class F Backfill)	585 LF	\$ 111 ⁰⁰	\$ 64,935 ⁰⁰
SP 4	8- Inch AWWA C-900 (Class F Backfill)	38 LF	\$ 77 ⁰⁰	\$ 2,926 ⁰⁰
SP 5	6- Inch AWWA C-900 (Class F Backfill)	17 LF	\$ 105 ⁰⁰	\$ 1,785 ⁰⁰
SP 6	2-Inch PEP Service Line (Class F Backfill)	115 LF	\$ 38 ⁰⁰	\$ 4,370 ⁰⁰
SP 7	Install 12" Butterfly Valve	7 EA	\$ 5,560 ⁰⁰	\$ 38,920 ⁰⁰
SP 8	Install 8" Gate Valve	3 EA	\$ 3,332 ⁰⁰	\$ 9,996 ⁰⁰
SP 9	Install Fire Hydrant	2 EA	\$ 9,675 ⁰⁰	\$ 19,350 ⁰⁰
SP 10	Water Service Connection	3 EA	\$ 5,223 ⁰⁰	\$ 15,669 ⁰⁰
SP 11	Connect to Existing Main	2 EA	\$ 2,500 ⁰⁰	\$ 5,000 ⁰⁰
SP 12	Separation of Potable and Non-Potable Pipelines	1EA	\$ 4,350 ⁰⁰	\$ 4,350 ⁰⁰
SP 13	Install Drainage Structure	1 EA	\$ 2,500 ⁰⁰	\$ 2,500 ⁰⁰
SP 14	¾" (-) Crushed Rock Base	80 TON	\$ 60 ⁰⁰	\$ 4,800 ⁰⁰
SP 15	1 ¼" (-) Crushed Rock Base	11 TON	\$ 100 ⁰⁰	\$ 1,100 ⁰⁰

SP 16	Soft Spot Repair	60 SY	\$ 110 ⁰⁰	\$ 6,600 ⁰⁰
SP 17	Hot Mix Asphalt Patching	98 TON	\$ 220 ⁰⁰	\$ 21,560 ⁰⁰
SP 18	Concrete Curb & Gutter Type "B"	28 LF	\$ 125 ⁰⁰	\$ 3,500 ⁰⁰
SP 19	Concrete Sidewalk	8.5 SY	\$ 260 ⁰⁰	\$ 2,210 ⁰⁰
SP 20	Fire Hydrant Bollard	4 EA	\$ 1,100 ⁰⁰	\$ 4,400 ⁰⁰
SP 21	Inlet Protection	3 EA	\$ 110 ⁰⁰	\$ 330 ⁰⁰
SP 22	Traffic Control	1 EA	\$ 8,500 ⁰⁰	\$ 8,500 ⁰⁰
SP 23	Force Account	1 EST	\$ 50,000	\$ 50,000

Bid Total \$ 422,530⁰⁰

M L Albright & Sons Inc
Firm Name of Bidder

[Signature]
Signature of Bidder

President
Official Title

P.O. Box 603 Lewiston ID 83501
Bidders Mailing Address

PWC-C
12040-U-1-2-3
Public Works License No.

Idaho
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Lewiston Idaho

This 28 day of March, 2023

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

M.L. Albright & Sons, Inc.
6182 Lapwai Rd
Lewiston, Idaho 83501

SURETY:

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:

City of Moscow, Idaho
504 South Washington Street
Moscow, Idaho 83843

BOND AMOUNT: Five Percent of Bid Amount (5%)

PROJECT:

Palouse Mall AC Water Main Replacement - 2023
City of Moscow Project No. 102-021

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of March, 2023

Sharon Albright
(Witness)

Christina W. Ellis
(Witness)

M.L. Albright & Sons, Inc.
(Principal) (Seal)

[Signature]
(Title) President

Nationwide Mutual Insurance Company
(Surety) (Seal)

[Signature]
(Title) Kirsten Jordan, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHARLES E. HUDON, JACQUELINE F. HERNANDEZ, JODI CLAYTON, KIMBERLEY A. FALL,
KIRSTEN JORDAN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

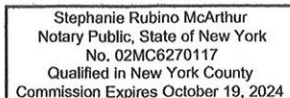


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

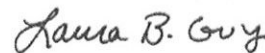


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of March, 2023.



Assistant Secretary

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 17, 2023



AGENDA ITEM TITLE

Artwalk Season Finale Alcohol Use Request in Entertainment District - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Megan Cherry, Arts Program Manager

DESCRIPTION

The City of Moscow Arts Department is hosting the Artwalk Season Finale on Thursday, June 15th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2022-2023 Artwalk Season in an artistic and festive manner. As a City-hosted event, the Arts Department has facilitated the registration of Main Street vendors and demonstrators, as well as business and non-profit host locations. No more than 5 (five) beer/wine vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, Kidwalk, food sales, art demonstrations, and more. The event has been reviewed and approved as of March 1, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk 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 Council's consideration.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on April 10, 2023 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of the Artwalk Season Finale for the duration of the event.

STAFF RECOMMENDATION

Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of the Artwalk Season Finale for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2023 - __ Beer-Wine_The Entertainment District_Artwalk_Final

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN THE ENTERTAINMENT DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 9, Chapter 6, Section 6-35 and Title 9, Chapter 8, Section 8-17 prohibit any person from selling, serving, giving away, dispensing, consuming or carrying any beer or wine in open containers on or in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, The Entertainment District is defined in Moscow City Code Title 10, Chapter 1, Section 1-12 as an exemption to the Open Containers Prohibition (hereinafter “The Entertainment District”); and

WHEREAS, the City of Moscow (hereinafter “the Event Sponsor”) desires to have its sponsored event, Artwalk (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

WHEREAS, the Permitted Event (see Attachment “B”) is an event sponsored by the Event Sponsor, intended to foster the region’s cultural ecosystem by promoting the visual, literary, performance, and culinary arts offerings within Moscow businesses and non-profits; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prohibit the sale and/or consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of those participating in the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that 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:

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING ARTWALK, JUNE 15, 2023:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 15 day of June, 2023, from 4 p.m. to 8 p.m. local time.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendor(s) has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably determine that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or their designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be no more than five (5) licensed vendors selling beer and/or wine at the Permitted Event.
2. Every licensed vendor, shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
3. The licensed vendors shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed at the vendor's sales or dispensing counter where they shall issue one (1) wristband per individual twenty-one (21) years of age or older.

4. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Event Sponsor shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Community Events Division shall provide to the City Clerk one (1) copy of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following within The Entertainment District: (a) the beer and/or wine sales areas; and (b) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Community Development, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The Event Sponsor shall provide Artwalk branded wristbands and cups to licensed vendors for issuance to attendees denoting that such attendees' identification has been checked to confirm that they are of legal drinking age, in lieu of providing an identification checking station.
4. No person shall be allowed to purchase beer and/or wine other than within the area designated for beer and/or wine sales and dispensing as shown on the map required by this Resolution and only persons with a designated wristband shall be allowed to purchase and possess beer and/or wine.
5. All beer and/or wine shall be dispensed in and consumed from the Artwalk branded cup. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for an alcoholic beverage.
6. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.
7. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
8. A sign shall be prominently posted at or near the area designated for beer and/or wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
9. Beer and/or wine shall be sold only within the designated area in The Entertainment District only between the hours of 4 p.m. and 8 p.m. local time on the 15 day of June, 2023, during the Permitted Event.
10. Beer and/or wine shall be consumed only within the designated area in The Entertainment District between the hours of 4 p.m. and 8 p.m. local time on the 15 day of June, 2023, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendors at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall not be required to pay a fee for the Permitted Event that is associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Andrew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

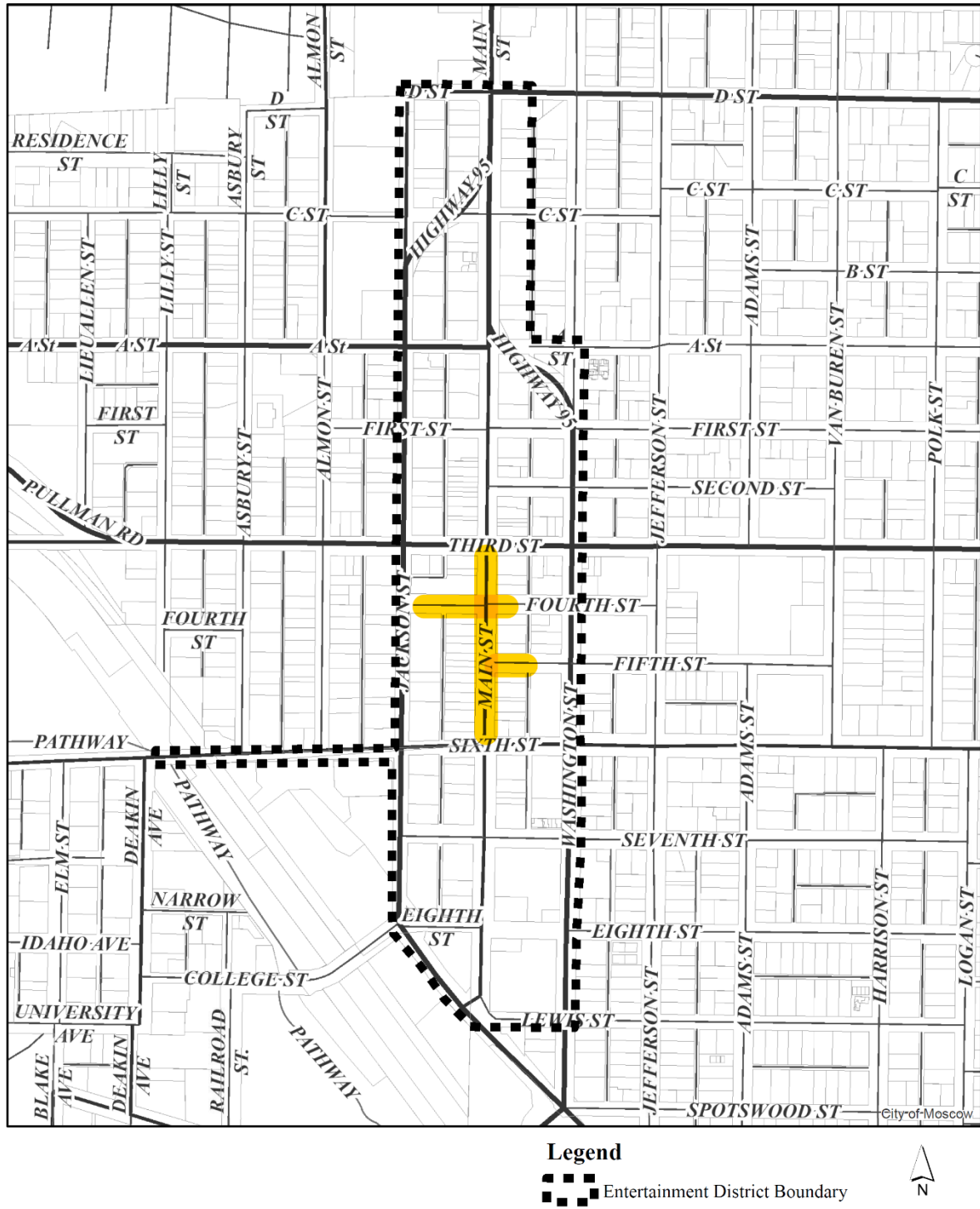
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2023.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2023 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Attachment A – Entertainment District Boundary



Attachment B

	CITY OF MOSCOW	PERMIT NUMBER: <u>CE2023-06</u>
	206 E. THIRD	EVENT DATE: <u>June 15, 2023</u>
	MOSCOW, ID 83843	EVENT TIME: <u>4 pm - 8 pm</u>
	208-883-7000	

THIS IS TO CERTIFY THAT
Megan Cherry
206 E. Third Street
Moscow, ID 83843

IS HEREBY GRANTED A CITY OF MOSCOW COMMUNITY EVENT PERMIT FOR THE LOCATION NAMED BELOW WITHIN THE CORPORATE LIMITS OF THE CITY OF MOSCOW, IN CONFORMITY WITH THE PROVISIONS OF CHAPTER 17, TITLE 10 OF THE MOSCOW CITY CODE.

PERMIT TYPE: Community Event with Alcohol

PERMIT LOCATION: Main Street between 3rd & 6th Streets, including 5th St. to Alley and first bay of Jackson Lot

I, Megan Cherry, CERTIFY UNDER PENALTY OF PERJURY PURSUANT TO THE LAWS OF THE STATE OF IDAHO, THAT THE FOREGOING IS TRUE AND CORRECT. I AGREE TO ALL THE TERMS AND CONDITIONS OF MOSCOW CITY CODE TITLE 10, CHAPTER 17 PARADE; PUBLIC ASSEMBLY AND RESOLUTION 2015-05 POLICY AND PROCEDURES FOR RIGHT-OF-WAY PERMITS. DAMAGE TO ANY PUBLIC IMPROVEMENTS ARE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ISSUED THIS 10th DAY OF March, 2023

<u>Megan Cherry</u>	<u>Amanda K. Argue</u>	<u>10 March 2023</u>
(SIGNATURE OF LICENSEE)	(SIGNATURE OF STAFF)	DATE

City of Moscow Community Events Division
EVENT APPLICATION



Thank you for your interest in organizing/sponsoring an Event in the City of Moscow!
Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches,
neighborhood block parties to street fairs.

Submit completed forms electronically or physically to the Community Events office:
communityevents@ci.moscow.id.us or 206 E. Third Street, Suite 300, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title 10 Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and presentation to Administrative Committee and City Council. Administrative Committee meets on the 2nd and 4th Monday of each month and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays or rescheduling of meetings.

1. Name of Event: Artwalk Season Finale
2. Event Date(s): June 15, 2023
3. Event Location: Friendship Square, Main Street from 3rd to 6th, 5th Street from Main to the Alley.
4. Are you requesting a street closure for Event? Yes ☒ No ☐
- If yes**, provide street closure location(s). List cross streets, intersections, building addresses, etc. Include these details on your site map (see item 27.)
6th & Main, 5th & Alley, 3rd & Main

5. Do you require parking restrictions for the Event? Yes ☒ No ☐
- If yes**, list parking restrictions (i.e. no parking on day of event, parking restricted to a particular area, etc.).
No parking on the day of the event.

6. Street Closure set-up/Load-in time: Vendor load-in begins at 2 p.m. 4 p.m. Event(s) Start time: 4 p.m.
7. Event(s) End time: 8 p.m. Street Closure take-down/Load-out time: 8 - 9:30 p.m.
8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ☐ No ☒
9. Is this an annual Event? Yes ☒ No ☐
10. Are you planning on having refreshments and/or food? Yes ☒ No ☐

EVENT APPLICATION – LAST UPDATED AUGUST 11, 2021

Page 1 of 8

City of Moscow Community Events Division
EVENT APPLICATION



If **yes**, describe your waste and recycling plan. Applicants are responsible for removing all waste from their event footprint and disposing of properly, including emptying permanent trash receptacles in the downtown area. Dumpsters located downtown are for private use.

We request Parks staff support for trash receptacles in the event footprint.

11. Are you planning on serving alcohol/having alcohol available for purchase at the Event?

Yes ☒ (continue to Q.12)

No ☐ (skip to Q.14)

**All events with alcohol are required to have a Catering Permit.
This process is to be handled by your licensed alcohol Vendor.**

Catering Permit applications are to be submitted to the City Clerk/Deputy City Clerk for approval.

12. Is the Event taking place in the public right-of-way (i.e. sidewalks, streets, etc.) within the City of Moscow Entertainment District? The Entertainment District allows for a temporary suspension of the Open Container law by Resolution of the City Council. See page 6 for a map of the Entertainment District.

Yes ☒ (continue to Q.13)

No ☐ (skip to item B.)

13. Are the Event organizers interested in pursuing a temporary suspension of the Open Container law by City Council Resolution?

Yes ☒ (see item A.)

No ☐ (skip to item B.)

A. Event organizers pursuing a temporary suspension by City Council Resolution of the Open Container law for their Event within the public right-of-way of the Entertainment District boundaries must satisfy the following conditions with their Event listed below, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Catering Permit:

- ☐ Include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.
- ☐ Post signage and waste receptacles at Event entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

City of Moscow Community Events Division
EVENT APPLICATION



B. Event organizers requesting for alcohol use for their Event that takes place in the public right-of-way **NOT within the Entertainment District boundaries must satisfy the following conditions with their Event, in addition to following any requirements set forth by Resolution and/or Catering Permit. This option is also available to Event organizers who are **NOT** pursuing a temporary suspension by City Council Resolution of the Open Container law:**

- ☐ Include the location and estimated size of the beer garden on Event Site Map. Please note: barricades required for beer gardens are 8' in length.
- ☐ Complete and submit a Barrier Use Contract with this application.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.

Upon approval from Council, remaining Event fees will be due, and applicant's vendor(s) are required to submit a Catering Permit application to the City Clerk/Deputy City Clerk. Any additional required paperwork outlined by the City Council Resolution and/or this process will also be due upon approval.

14. Are you planning on having a band or music? Yes ☒ No ☐

If yes, describe below any recording equipment, sound amplification equipment, etc. Submit a completed **Noise Exemption Permit Request** with this Event application.

There will be amplified music at Friendship Square.

15. Approximate number of persons, animals, and/or vehicles comprising the Event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing attendance:
Estimated Vendors: 30 (with tents and/or trucks)

Estimated Audience Members: 3000-5000

16. Do you plan on having banners, signs, or other attention-getting devices in the Event? Yes ☒ No ☐

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes ☒ No ☐

If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



Public Restrooms, picnic tables, City-owned event equipment.

18. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?
Yes ☒ No ☐

If yes, contact City of Moscow Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

19. Please use this area to include more detail or attach additional pages for additional information about Event that is pertinent for us to know.

Officers needed per Entertainment District resolution, pending Council approval.

20. Organization Sponsoring Event: City of Moscow Arts Department
21. Organization Address: 206 E Third Street
22. Organization Officers/Authorized Representatives: Megan Cherry
23. Individual Responsible for Event Organization: Megan Cherry
24. Individual's Address: 206 E Third Street, Moscow, ID 83843
25. Individual's Day, Message, or Cell Phone Number: 208-883-7036
26. Individual's E-mail: mcherry@ci.moscow.id.us
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes ☒ No ☐
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

City of Moscow Community Events Division
EVENT APPLICATION



HOLD HARMLESS AGREEMENT:

The applicant/group/organization (hereinafter "SPONSOR"), through its duly and specifically authorized agents, hereby releases City of Moscow, Idaho (hereinafter "CITY") and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives, to which SPONSOR might otherwise be immune, arising from the Community Event, Block Party, Public Assembly, Parade or Sidewalk Walking Parade scheduled to occur as indicated on this application (hereinafter "Event"), including any Street Closure permitted under the terms of CITY's Policy on Street Closure. No SPONSOR shall be required to indemnify or hold harmless CITY for claims, actions and demands that arise out of CITY's sole negligence. Inspection, review and/or acceptance by CITY of any activity performed by or during the Event, or any activity or non-activity by CITY Police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY.

SPONSOR acknowledges that he/she has read and understands the current Idaho Governor's Idaho Rebounds Plan which includes any existing Stay Healthy Order and/or Guidelines and has read the protocols for social/physical distancing, use of face masks/face coverings, and sanitation requirements and guidelines. SPONSOR agrees to comply with the Governor's Order and/or Guidelines and ensure that all participants will comply with the Order and/or Guidelines. SPONSOR acknowledges any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with the City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he and/or any participant is not in compliance with the Governor's Orders and Guidelines and/or is not in compliance with City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind the group or organization, if applicable, to this Agreement.

NAME: Megan Cherry

DATE: 2/22/2023

EVENT SPONSOR ELECTRONIC SIGNATURE:

☒ By checking this box as an electronic signature, I agree to all the terms and conditions that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. I certify under penalty of perjury pursuant to the law of the State of Idaho that everything in the application is true and correct and that I have authority to bind the group or organization, if applicable, to this Agreement.

EVENT SPONSOR NON-ELECTRONIC SIGNATURE:

(Required only if printing and submitting in person)

*The information on this form is Public Record and may be posted to a public website.
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at <https://www.ci.moscow.id.us/393/City-Code>.*

FOR OFFICE USE ONLY

☐ Community Event without alcohol	☒ Community Event with alcohol	☐ Street Parade Event
☐ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	☐ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	☐ Residential Neighborhood Block Party Event
Date App Rec'd: <u>02/23/2023</u>	Fees Due: <u>\$187</u>	Fees Paid: _____

NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

(Please allow at least three business days in which to process this request)

Requested Event Date(s): June 15, 2023 Begin time: 4:00 p.m. End time: 8:00 p.m.
Event Location: Friendship Square and in the on-street event footprint between 5th & 6th on Main.

Amplified Music (DJ, party, etc.) ☐ No ☒ Yes

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: See Entertainment District Resolution
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)

Live Band Performing ☐ No ☒ Yes - Group: TBD

Describe the event: The Artwalk Season Finale includes music at a main stage at Friendship Square.

(use back of this form if more space is needed)

Name of requesting person/Group/Organization: City of Moscow Arts Department

Person responsible for Group or Organization: Megan Cherry

Requesting Person's Address: 206 E Third Street

Phone Number: 208-883-7036 Email Address: mcherry@ci.moscow.id.us
Daytime phone number is required *Permits will be returned by email unless otherwise requested*

Responsible person available **AT AND DURING** this event: Megan Cherry

Cell- or contact-phone during event. 208-883-7036

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Read the following carefully:

The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) stemming from such activity. Every Applicant requesting a noise Exemption Permit shall cooperate with law enforcement by adjusting the noise level in the event of any citizen complaint(s). In the event of non-compliance, law enforcement may revoke this permit. No applicant/group/organization shall be required to indemnify or hold harmless City of Moscow, Idaho for claims, actions and demands that arise out of City's sole negligence.

Requesting Person's Signature: Megan Cherry Date: 2/22/2023

☒ APPROVED ☐ DENIED

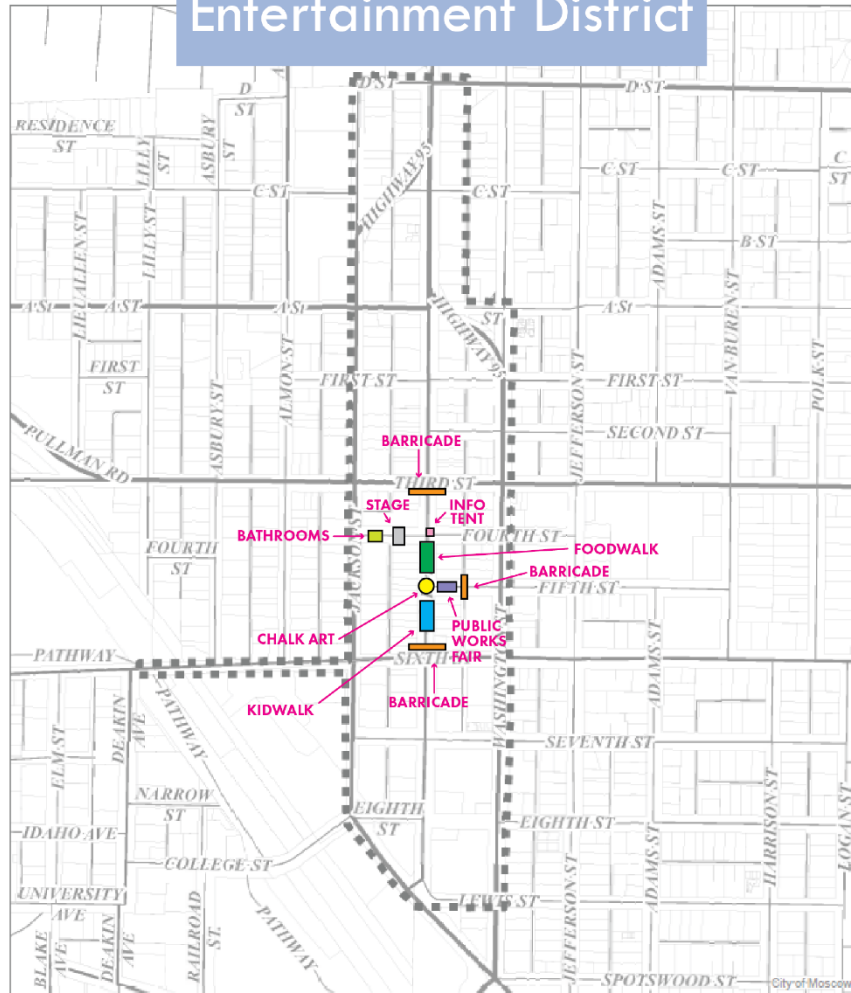
Date permit valid: June 15, 2023 Hours permit valid: 4-8 pm
Noise level (dba) shall not exceed 85 Dba at ☒ source at ☐ property line
Other Conditions: _____

Jamal Fry Jr.
MOS CIP 10-11-2011-10-11-2

Police Chief or Designee (208) 883-7054



Entertainment District



- BARRICADE
- KIDWALK
- FOODWALK
- CHALK ART
- PUBLIC WORKS FAIR
- BATHROOMS
- INFO TENT
- STAGE

Legend

Entertainment District Boundary



Community Events Division Event Application Review			
Event Name		Date(s)/Time(s)	
DEPARTMENT/DIVISION DESIGNEE		EVENT(S) APPROVED/DENIED	
 James Fry (Feb 24, 2023 11:20 PST) Moscow Police Department Officer presence required? ☐ Yes ☐ No ☒ N/A		Officers available? ☒ Approve ☐ Deny ☐ Yes ☐ No ☒ N/A	
 Dan Ellinwood (Feb 24, 2023 13:44 PST) Moscow Volunteer Fire Department		☒ Approve ☐ Deny	
 David R. Schott (Mar 1, 2023 08:10 PST) Parks and Recreation Department		☒ Approve ☐ Deny	
 Kyle Rainer (Feb 24, 2023 11:20 PST) Community Development-Engineering Division		☒ Approve ☐ Deny	
 Steven Schulte (Feb 24, 2023 11:15 PST) Public Works-Environmental Services Division		☒ Approve ☐ Deny	
 Steven Schulte (Feb 24, 2023 11:15 PST) Public Works-Streets Department Street closure required? ☒ Yes ☐ No ☐ N/A		ITD permit required? ☒ Yes* ☒ No ☐ N/A	
*Application will remain pending until ITD grants applicant a permit			
Time of street closure? 1 pm - 9 pm Start End		Fees? n/a Daytime Nighttime	
 Laura Perrigo (Feb 24, 2023 08:35 PST) City Clerk/Deputy City Clerk		☒ Daytime ☐ Nighttime	

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



Required for Events requesting Alcohol Use in the Moscow Downtown Central Business Zoning District or a Moscow Parks Facility.

City Council has the right to deny this application, but applicants may still move forward with their approved Event without alcohol.

Timeline for requesting Alcohol Use:

1. At least two months prior to Event, applicant submits Event Application or Parks Reservation for review.
2. Upon approval of Application or Reservation, applicant submits:
 - a. Alcohol Use application
 - b. Pays \$100 non-refundable Alcohol Use fee
 - c. Name(s) of licensed alcohol provider(s)
 - d. Events in a Moscow Park Facility also include:
 - i. Location of the beer/wine garden during the event with size dimensions, entry and exit points, and serving location. Provide as much detail as possible.
3. Staff drafts a Resolution according to the Event and communicates with applicant on security and insurance requirements.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, applicant pays any remaining fees.

Event Name: Artwalk Event Date(s): 6/15/2023

Event Location: Friendship Square and Main Street from 3rd to 6th, including the half block of 5th St.

Event Start time: 4:00 p.m. Event End time: 8:00 p.m.

Individual responsible per Event Application/Parks Reservation: Megan Cherry

By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the \$100 fee is non-refundable regardless of the decision issued by City Council.

Megan Cherry

Digitally signed by Megan Cherry
Date: 2023.03.10 15:46:35 -08'00'

Signature of Individual responsible for Event

Date

Date Received: 03/10/2023

Date non-refundable fee paid: N/A

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 17, 2023



AGENDA ITEM TITLE

Moscow Renaissance Fair Alcohol Use Request in East City Park - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

David Schott, Parks and Facilities Manager

DESCRIPTION

Moscow Renaissance Fair LLC is hosting the annual Moscow Renaissance Fair on Saturday, May 6 and Sunday, May 7 in East City Park. The annual event is a community celebration of spring. Live music, artisans, kid-friendly activities, food vendors, and a beer garden are traditional aspects of this event. The applicant anticipates 1 (one) licensed beer and/or wine vendor in the beer garden, which is estimated to be 30'x20' in size. Following standard operating procedures for events with alcohol within a City Park, Moscow Renaissance Fair LLC is requesting the allowance of attendees to possess and consume alcoholic beverages within the 30'x20' beer garden from 12:00-7:30 pm on Sat., May 6 and 12:00-5:00 pm on Sun., May 7. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on April 10, 2023 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Moscow Renaissance Fair for the listed dates and times during the event.

STAFF RECOMMENDATION

Approve the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Moscow Renaissance Fair for the listed dates and times during the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2023 - _Beer-Wine_City Parks_Ren Fair_Final
2. Alcohol Use Application

RESOLUTION NO. 2023 –

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 5, Chapter 13, Section 13-4 (B) prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, East City Park in Moscow is a City park as defined in Moscow City Code Title 5, Chapter 13, Section 13-3 (C) (hereinafter “the Park”); and

WHEREAS, Moscow Renaissance Fair Inc. (hereinafter “the Event Sponsor”) desires to have its sponsored event, Moscow Renaissance Fair (hereinafter “the Permitted Event”), in East City Park (see Attachment “A”); and

WHEREAS, the Permitted Event is an event or series of events sponsored by Event Sponsor, intended to promote a community celebration of spring; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prevent the sale and/or consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that 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:

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING MOSCOW RENAISSANCE FAIR FROM MAY 6, 2023, THROUGH MAY 7, 2023:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 6th day of May, 2023, from 12:00 p.m. to 7:00 p.m. and the 7th day of May, 2023, from 12:00 p.m. to 5:00 p.m., respectively.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the City Clerk the signed original of the Hold Harmless and Indemnification Agreement, attached as Attachment "B".
3. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably determine that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or their designee to terminate all or part of the Permitted Event.

Vendor/Event Sponsor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event.
2. Event Sponsor is required to ensure that all beer and/or wine shall be sold only by a licensed vendor.
3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The City shall play no role in determining which licensed vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein.

5. The licensed vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the licensed vendor's sales or dispensing counter.
6. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required or the use of a private security firm shall be utilized and in the event the Chief of Police approves the use of a private security firm, the Event Sponsor shall obtain written permission for use of said private security firm by the Chief of Police or designee and Event Sponsor shall be responsible for all payment and costs associated with all security services.
7. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine garden within the Park; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Facilities Manager or their designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty-four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade.
4. All food sales and service shall be located outside the approved area and have a space of no less than ten feet (10') between the approved barrier and food sales or service area.
5. No person shall be allowed to purchase, consume or possess beer and/or wine other than within the area designated for beer/wine sales and consumption as shown on the map required by this Resolution.
6. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer and/or wine consumption, as shown on the map required by this Resolution.
7. All beer and/or wine shall be dispensed from its original container and consumed from the container provided by the Event Sponsor. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage.
8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it.

9. No person under twenty-one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer and/or wine is being served.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer and/or wine sales and consumption, stating that entrance by persons under twenty-one (21) years of age is prohibited.
11. Beer and wine shall be sold and consumed only within the designated areas at the Park only between the hours of 12:00 p.m. and 7:00 p.m. local time on May 6, 2023, and 12:00 p.m. and 5:00 p.m. local time on May 7, 2023, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the Community Events Division, within ten (10) days of the event, the required fee established by Council that is associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Andrew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

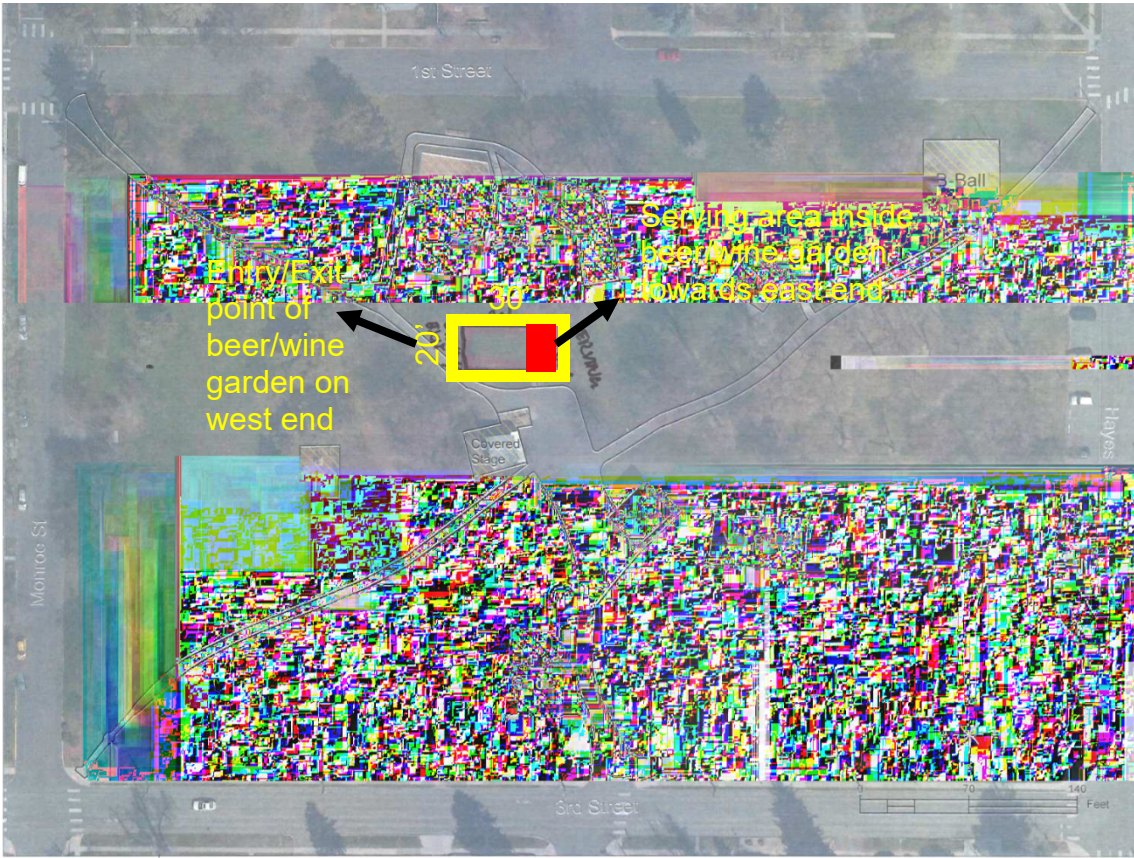
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2023.

Arthur D Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2023, and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Attachment A



Attachment B

AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
MOSCOW RENAISSANCE FAIR, INC., FOR
THE MOSCOW RENAISSANCE FAIR EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Moscow Renaissance Fair Inc. (hereinafter "SPONSOR"), for the Moscow Renaissance Fair (hereinafter "Event") (hereinafter "Agreement") is made and entered into this ____ day of _____, 2023.

WHEREAS, Resolution No. 2023-_____ of the City of Moscow, Idaho, passed and approved on the ____ day of _____, 2023, provides, in part, for the person(s) and/or group holding the approved Event to enter into an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from SPONSOR's use of CITY park premises for the approved Event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all legal and equitable claims, cause of actions, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the Event scheduled to occur May 6, 2023, through May 7, 2023, permitted under the terms of Resolution No. 2023-_____.

SPONSOR expressly agrees that this indemnity provision extends to any and all claims, losses, actions or judgments for damages to property or injury, sickness or death to persons, arising out of, or in connection with, the acts and/or any performances or activities of SPONSOR, SPONSOR's officers, employees, agents, and representatives, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by SPONSOR or its officers, employees, agents, and representative including, but not limited to, the caterer and/or vendor of alcohol during the Event.

Inspection, review and/or acceptance by CITY of any activity performed by or during the Event or any activity or non-activity by CITY police officers or other officers, employees, agents or

representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY contained in this Agreement.

SPONSOR agrees that they (i) have read the foregoing Agreement, understand it, and agree with its contents and conditions; (ii) have had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

I, LuAnn Scott, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind Moscow Renaissance Fair Inc. to this Agreement.

SIGNED this ____ day of _____, 2023.

MOSCOW RENAISSANCE FAIR, INC.

CITY OF MOSCOW, IDAHO

LuAnn Scott

Arthur D Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



Required for Events requesting Alcohol Use in the Moscow Downtown Central Business Zoning District or a Moscow Parks Facility.

City Council has the right to deny this application, but applicants may still move forward with their approved Event without alcohol.

Timeline for requesting Alcohol Use:

1. At least two months prior to Event, applicant submits Event Application or Parks Reservation for review.
2. Upon approval of Application or Reservation, applicant submits:
 - a. Alcohol Use application
 - b. Pays \$100 non-refundable Alcohol Use fee
 - c. Name(s) of licensed alcohol provider(s)
 - d. Events in a Moscow Park Facility also include:
 - i. Location of the beer/wine garden during the event with size dimensions, entry and exit points, and serving location. Provide as much detail as possible.
3. Staff drafts a Resolution according to the Event and communicates with applicant on security and insurance requirements.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, applicant pays any remaining fees.

Event Name: Moscow Renaissance Fair Event Date(s): May 6 & 7, 2023

Event Location: East City Park, 900 E. Third St.

Event Start time: 10:00 a.m.
Beer Garden will open at 12:00 p.m.

Event End time: 7:30 p.m. Sat & 5:30 p.m. Sun
Beer Garden will close 1/2 hour earlier than the fair each day

Individual responsible per Event Application/Parks Reservation: LuAnn Scott

luannscott@moscow.com, 208-892-9022
By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the \$100 fee is non-refundable regardless of the decision issued by City Council.


Signature of Individual responsible for Event

2-27-23
Date

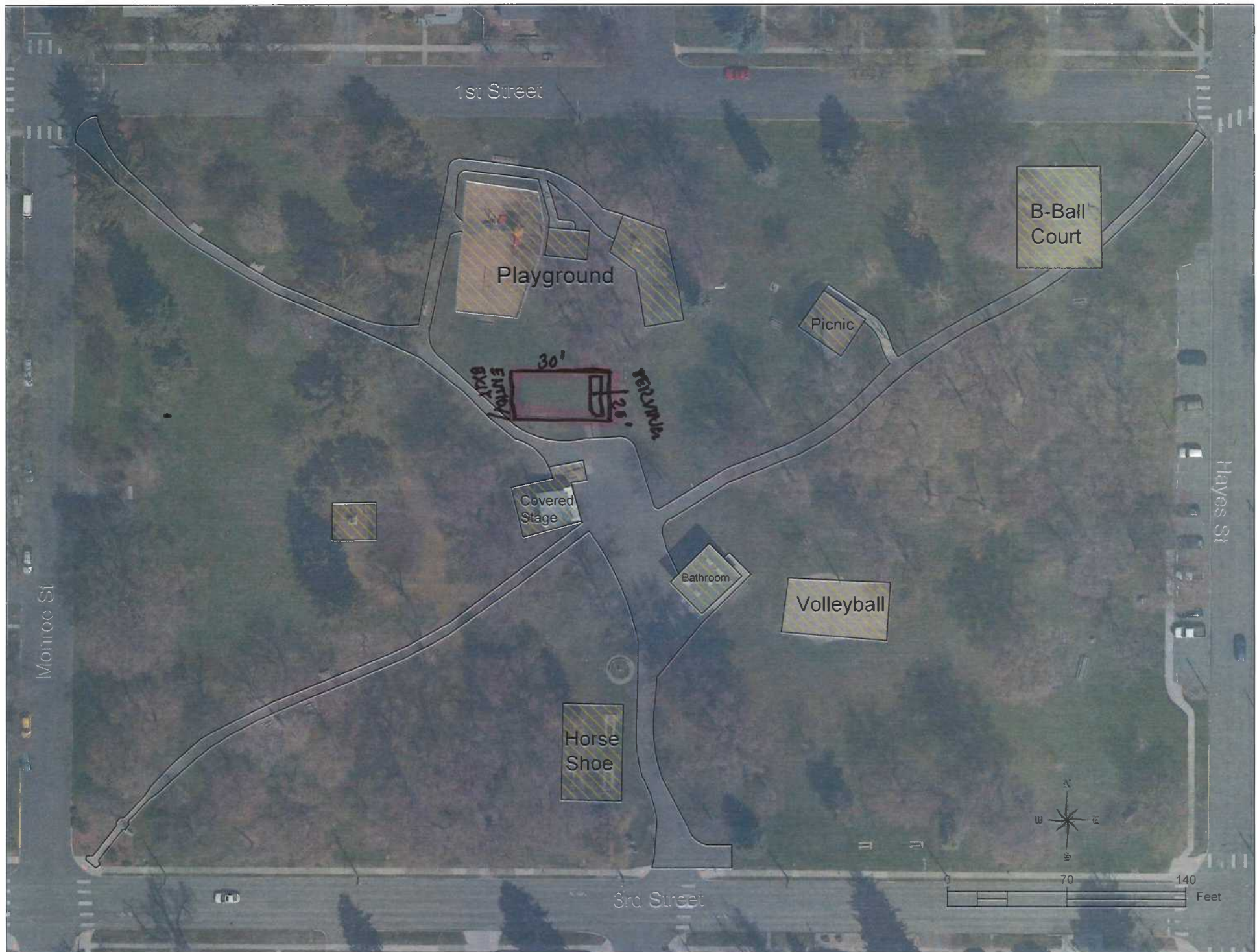
Date Received: 2/28/23

Date non-refundable fee paid: 2/28/23



Additional information for Alcohol Use Application

1. The Moscow Renaissance Fair has reserved East City Park for this year's fair and submitted an Event Application with the City of Moscow Community Events Division.
- 2.c. The alcohol provider for the fair will once again be Moscow Brewing Company, a local licensed alcohol caterer. Contact info: Aaron Hart, 208-596-4058.
- 2.d.i. The draft site map for the 2023 Moscow Renaissance is attached. The beer garden footprint will be expanded slightly to the west this year for a better view of the stage. It will be approximately 20' x 30' and enclosed with plastic fencing provided by Rendezvous in the Park. We also plan to move the single entrance/exit to the west end of the enclosure to relieve foot traffic congestion along the paved path. The serving location will be at the east end of the enclosure nearest the driveway for ease of loading in and out. No patrons will be allowed to enter or exit at the east end.
3. Two security guards from Allied Universal Security Services will be present throughout the Beer Garden hours, checking IDs and keeping an eye on things. Required signage will be posted. The Moscow Renaissance Fair will provide proof of insurance to Community Events and Moscow Brewing Company, the alcohol provider, will provide proof of their insurance to the City Clerk.
4. A member of the Moscow Renaissance Fair planning committee will attend the Administrative Committee meeting when this application is discussed.
5. A member of the Moscow Renaissance Fair planning committee will attend the City Council meeting when this application is discussed.



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 17, 2023



AGENDA ITEM TITLE

Appeal of Conditional Use Permit at 2518 Itani Drive (ACTION ITEM) - Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

On January 6, 2023, John and Candis Write applied for a Conditional Use Permit (CUP) to allow a Bed and Breakfast Inn, utilizing two of the four existing bedrooms in the single family home at 2518 Itani Drive. The Board of Adjustment conducted a public hearing for the proposed CUP on February 7, 2023, and subsequently voted to approve the CUP application with the condition that the applicant provide six (6) off-street parking spaces on the property. Under current City standards, a single-family home would require two (2) off-street parking spaces and a two (2) bedroom Bed and Breakfast would require one (1) additional parking space for a total of three (3) off-street parking spaces. On February 23, 2023, the Community Development Department received an appeal from John and Candis Write, stating that they wish to appeal the Board of Adjustment's decision to City Council in order to eliminate the condition of approval.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS:

1. After considering the record and appeal request; sustain the decision of the Board in whole or in part; reverse the decision of the Board in whole or in part; or remand the matter in whole or in part to the Board with comments and/or instructions for further consideration by the Board; or take other such action deemed appropriate.
2. Direct staff to prepare a written decision based on the Council's action.

STAFF RECOMMENDATION

1. After considering the record and appeal request; sustain the decision of the Board in whole or in part; reverse the decision of the Board in whole or in part; or remand the matter in whole or in part to the Board with comments and/or instructions for further consideration by the Board; or take other such action deemed appropriate.
2. Direct staff to prepare a written decision based on the Council's action.

OTHER RESOURCES

No other resources.

FISCAL IMPACT

No fiscal impact.

PERSONNEL IMPACT

No personnel impact.

ATTACHMENTS

1. Original Application Materials
2. Notice of Public Hearing - 02/07/23
3. Staff Report - 2518 Itani Drive CUP - BOA 02-07-23
4. Written Public Comment - Wessels-comments
5. BOA Verbatim Hearing Minutes
6. RCS - 2518 Itani Dr CUP
7. Notice of Public Meeting - 4/17/23
8. Appeal Letter



**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**

Ph: 208-883-7035
Fax: 208-883-7033 504 S. Washington Street
jfleischman@ci.moscow.id.us

For City Use Only			
Date Received		1/6/23	
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$525.00 545.00	1/6/23
	Receipt Number	LUP2023-0001	

APPLICATION FOR CONDITIONAL USE PERMIT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: John & Candis Wright

Telephone: 360.593.8554

2518 Itani Dr, Moscow ID 83843
(home address)

Relationship to affected property (please check one):

Owner ☒

Purchaser ☐

Lessee ☐

Other ☐ (explain below)

2. Owner of Affected Property (if other than applicant)

Name: Same

Telephone: _____

(home address)

3. Location of Affected Property: 2518 Itani Dr, Moscow ID 83843

Legal Description: Rolling Hills 7th Add
(subdivision)

1
(block)

2 9395
(lot)

If described by Metes and Bounds, please attach deed on a separate sheet.

4. Proposal: The applicant proposes the following use and/or construction for the above-described property:

As a bed and breakfast, short-term 1-3 day room rental only of a two bedroom/one bath suite at SW corner of residence as originally built – no structural modifications. Existing home is 4 bedrooms, 4 bathrooms. Significant prohibitions by B&B guests: 1) Cooking, 2) pets, 3) parties/loud noise events, or 4) smoking or illicit drugs. Anticipate average guest will be a visitor to Moscow area. Guests will enter via the home's primary entrance as is traditional.

The proposed activities and use shall be shown on an attached site plan drawn to a standard engineer's or architect's scale. The site plan shall show, label and dimension all property lines and easements, existing and proposed buildings, parking lot and driveway(s), fencing and landscaping. A site topography map shall be provided when appropriate.

5. Authorization: Section 3-3 of the Moscow Zoning Ordinance authorizes the proposed use, subject to a Conditional Use Permit.

6. **Operating Characteristics:** Detail the operating characteristics of the proposed use. In other words, provide specific information which describes and defines how the proposed use will be conducted and what will be involved in the day to day operations of the proposed use. Applicable information may include hours of operation, number of people (employees, customers, students, etc.) involved, traffic and/or delivery information, services provided, equipment or machinery which may be involved, or any other information which helps describe and define the proposed use and impacts which it may have.

Short-term 1-3 day stay for visitors (not residents) to the Moscow area, in a residential home occupied by the owner. Maximum number of guests is four people within a single party, in a 1-2 bedroom suite with dedicated bath, with parking stipulation of two guest cars max during visit. Property has full-size two-car garage + two-car parking pad on premises + three same-side street parking spaces adjoining the property = 7 car capacity. By advance written disclosure of prohibitions (see question 4 above) and prior-to-arrival consent, prospective guests will conform to operational characteristics.

7. *Before the Moscow Board of Adjustment may issue a Conditional Use Permit, the Board must first make findings of compliance with the following seven relevant criteria and standards. Please indicate in the spaces provided below what you believe to be justification showing compliance with each of the relevant criteria and standards.*

Criteria #1. THE PROPOSED USE IS A CONDITIONALLY PERMITTED USE WITHIN THE ZONING DISTRICT.

Justification and compliance with criteria #1: Title 4 3-3, B&B is a permitted use in R2 zoning.

Criteria #2. THE CHARACTER OF THE PROPOSED USE WILL BE IN HARMONY WITH THE NEIGHBORHOOD AND SURROUNDING LAND USES.

Justification and compliance with criteria #2: 1) No impacts from the B&B activity to the visual neighborhood or the exterior of the home; 2) Disruption: Owner's home is clearly addressed so neighbors will not be disrupted by location inquiries. 3) We and our neighbors, come and go at all times of day and night, but we will ask guests to arrive no later than 10:00pm. B&B activities will thus be seamless to the neighborhood.

Criteria #3. THE PROPOSED USE AS APPROVED, OR AS APPROVED WITH CONDITIONS, WILL NOT GENERATE NUISANCES THAT WOULD BE INJURIOUS OR DETRIMENTAL TO ADJOINING PROPERTIES OR THE NEIGHBORHOOD (INCLUDING BUT NOT LIMITED TO NOISE, DUST, GLARE, VIBRATIONS, ODORS AND THE LIKE).

Justification and compliance with criteria #3: 1) Noise: while three immediate neighbors have dogs which may bark outdoors 24/7/365, this residence does not have or allow dogs or pets, 2a) Odors/Defecation: While the neighbors and pedestrians allow their dogs to defecate willy-nilly on Itani Dr lawns, we do not allow dogs so the B&B activity will not be contributing to neighbors' odors/defecation; 2b) While our neighbors are presently inclined to smoke marijuana within the confines of their yard, and the unpleasant odors taint our breathable air space, no smoking and no illicit drugs are permitted here; and 3) Public safety: While neighbors' dogs have periodic and loud/dangerous altercations on Itani sidewalks or allow their dogs to roam the neighborhood freely, guests are not allowed to bring dogs on our premises. The B&B activity will not generate nuisances, and we suffer through the detrimental effects of our neighbors' activities without grudge or retaliation.

Criteria #4. THE LOCATION, DESIGN, AND SIZE OF THE PROPOSED USE WILL BE ADEQUATELY SERVED BY EXISTING STREETS, PUBLIC FACILITIES AND SERVICES.

Justification and compliance with criteria #4: Due to the limited and designated two-room/one bath for potential visitors:

- Streets: No new impact Facilities: No new impact Services: No new impact

We tested out this data by paying for a multi-day visit to a Lincoln St B&B here in Moscow, by direct observation and interaction, in a neighborhood with narrow roads and no on-prem parking. That entire home is rented to visitors.

Criteria #5. THE PROPOSED USE WILL NOT ENDANGER THE PUBLIC HEALTH OR SAFETY IF LOCATED WHERE PROPOSED.

Justification and compliance with criteria #5: In addition to the information provided in Criteria #3 above, no activity commonly associated with resting or sleeping in a residential home, with permissible B&B activity included, presents any endangerment to public health or safety.

Criteria #6. THE PROPOSED USE MEETS ALL APPLICABLE DEVELOPMENT STANDARDS OF THE ZONING CODE.

Justification and compliance with criteria #6: Parking is a paramount priority for Moscow neighborhoods. This home as a full-size two-car garage + two-car parking pad on premises + three same-side street parking spaces adjoining the property = 7 car capacity. Visitors will be limited to two cars maximum at any given time. This is further supported by the fact that we will only rent to one party (of up to 4 people) at a time based on the room and bath configuration being offered.

Criteria #7. THE PROPOSED USE WILL NOT BE IN CONFLICT WITH THE COMPREHENSIVE PLAN.

Justification and compliance with criteria #7: The activities and services associated with even this tiny in-home B&B activity are consistent with city planning vision. The designated room space provides clean, safe, quiet, and comfortable stays with no adverse impact to city infrastructure or services. Within a visitor handbook located in the primary guest room, local businesses, historic sites, and points of interest in the Palouse region will be promoted. It is reasonable to expect that the average guest will be visiting students or family and spending tourist dollars in Moscow specifically. Based on interviews of other Moscow area homes that are rented in this fashion, we have every reason to believe that our guests will experience the finest room that Moscow has to offer and bolster a first-class impression of Moscow.

CONDITIONS OF APPROVAL

The Board of Adjustment may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for onsite or offsite public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

COMPLIANCE

1. In the event of failure to comply with the plans proof by the Board of Adjustment, or with any conditions imposed upon the Conditional Use Permit, the permit shall be immediately revoked and shall be automatically null and void.
2. Where plans are submitted and approved as part of the application for a Conditional Use Permit, modifications of the original plans may be required by the Board as a condition of approval.
3. Where plans approved by the Board of Adjustment are modified following such approval, such plan modifications must be submitted to and determined by City staff to be in substantial conformance with the plans approved by the Board. If plan modifications are not in substantial conformance, the plan modifications must be resubmitted to the Board for an additional public hearing as an amendment to the Conditional Use Permit application.

REVOCATIONS

If a Building Permit and/or Certificate of Occupancy pertaining to the Conditional Use Permit is not obtained for the subject property within one year from the date of the Board of Adjustment's final decision, the Conditional Use Permit shall be immediately revoked and shall be automatically null and void. If the use and/or occupancy for which the Conditional Use Permit is approved ceases for a period of twelve consecutive months, unless otherwise provided for in the Conditional Use Permit, then the Conditional Use Permit shall be immediately revoked and shall be automatically null and void.

Application Submittal:

This application must be completed and submitted with the below described items to the Moscow Community Development Planner I at least twenty-one days prior to the hearing at which the application is to be considered by the Board.

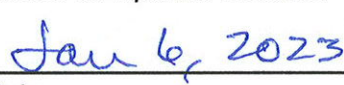
The following items must be submitted with this application before it will be processed:

1. Application Fee
2. Site Plan, drawn to scale
3. Floor Plans, drawn to scale
4. Elevation Drawings, drawn to scale (for new construction only)

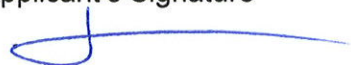
I understand this information is a public record and may be posted to a public website.



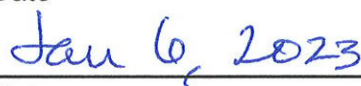
Applicant's Signature



Date

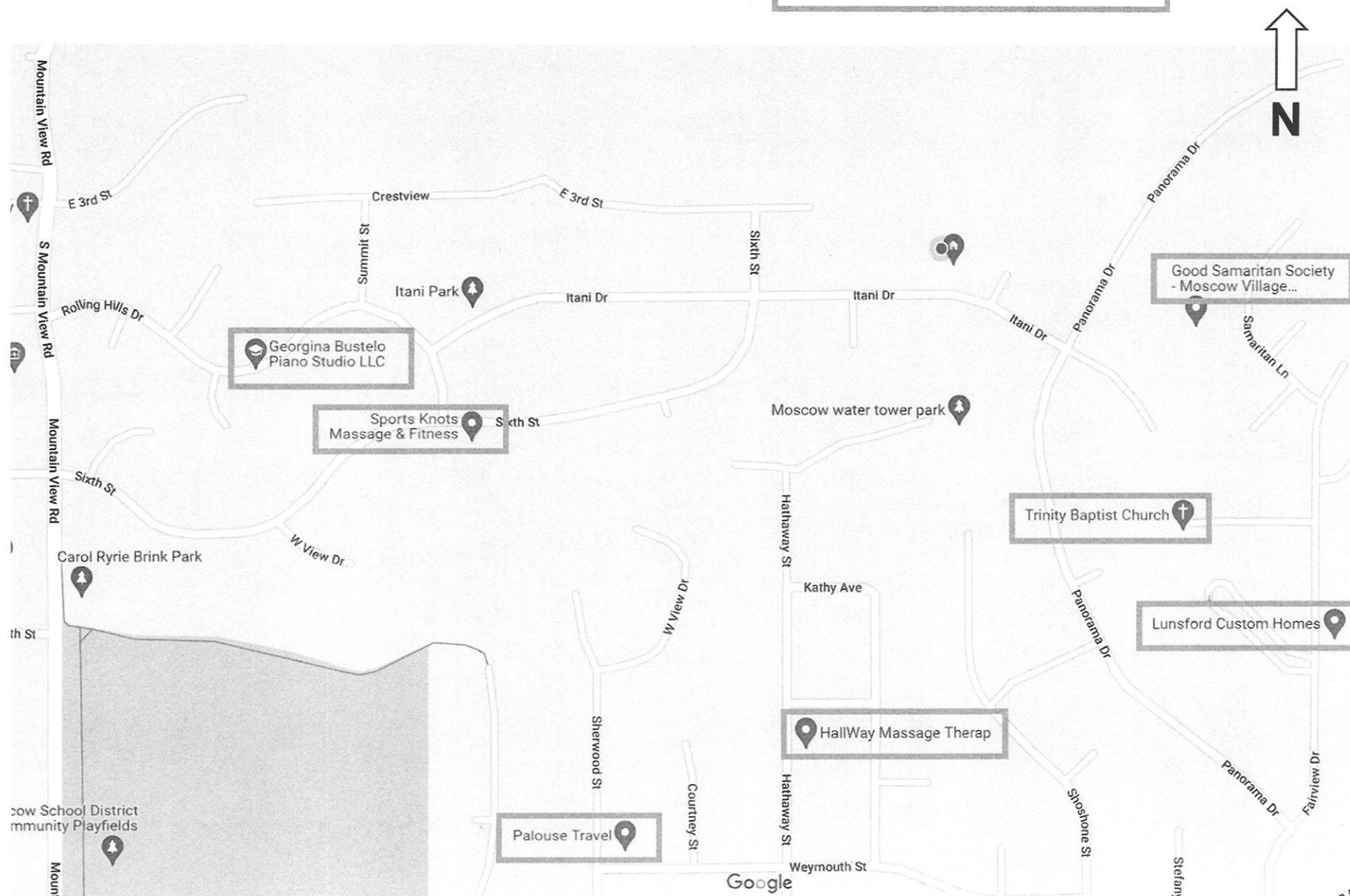


Owner's Signature

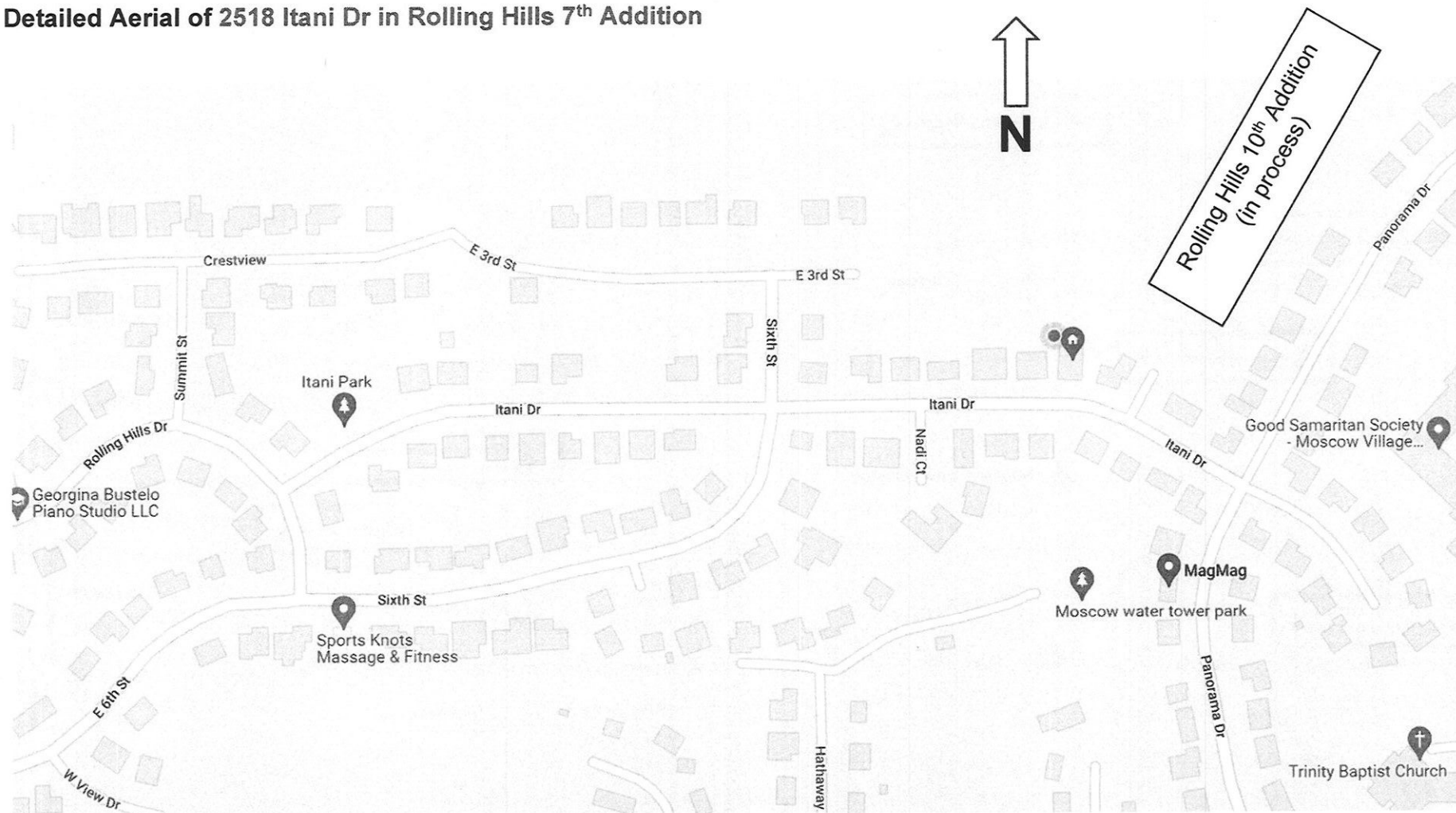


Date

High-level Map of the Rolling Hills Subdivisions with currently known Existing Neighborhood Activities



Detailed Aerial of 2518 Itani Dr in Rolling Hills 7th Addition



Streetview -- 2518 Itani Dr (The visible SW corner of the home is where the bed/bath suite is located)



LEGEND:

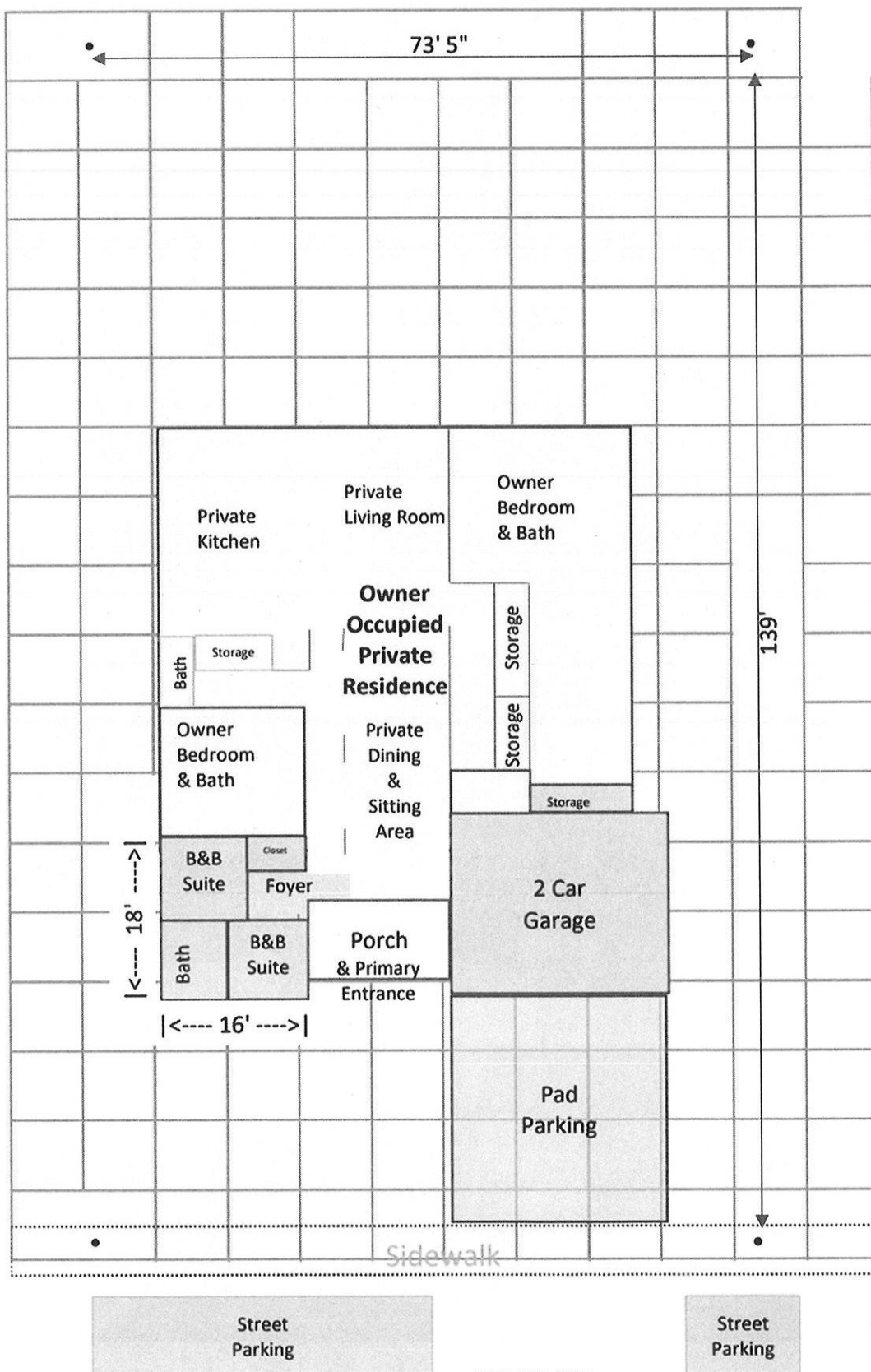
Scale:
8 Feet

• Survey
Marker

B&B
Area

Parking

Site Map



NOTICE OF PUBLIC HEARING

Proposal for Conditional Use Permit at 2518 Itani Dr
Permit Application LUP2023-0001

A public hearing at which you may be present and speak will be conducted before the Board of Adjustment of the City of Moscow at which time the following proposal will be considered:

Conditional Use Permit application to allow a Bed and Breakfast Inn at 2518 Itani Dr in the Moderate Density, Single Family Residential Zone (R-2) Zoning District per MCC 4-3-4.

HEARING DATE: Tuesday, February 7, 2023

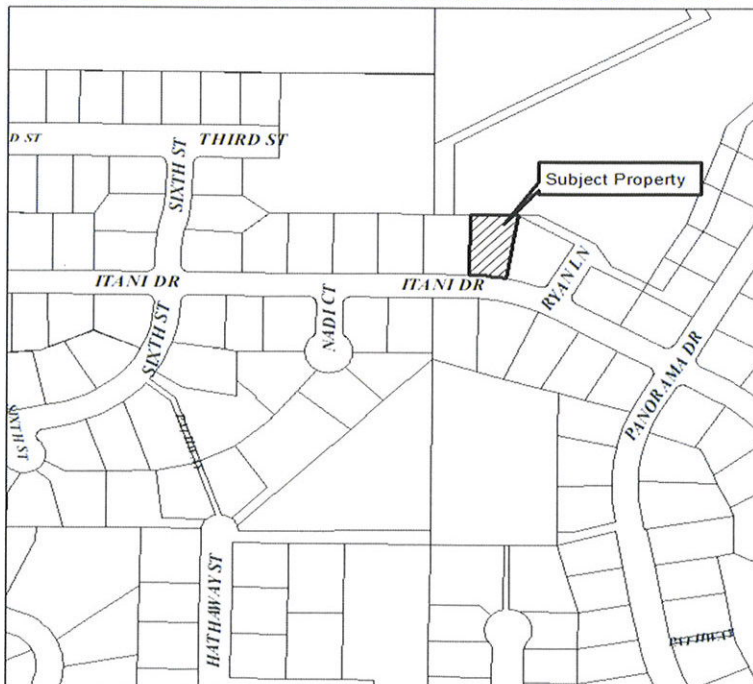
HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00 pm

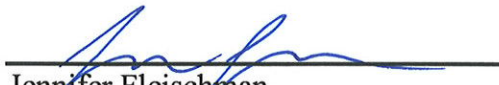
Note: Meeting start time is not necessarily indicative of hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting.

The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 S Washington Street, Moscow, Idaho. Call 883-7035 for a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie Hopkins, Moscow City Clerk


Jennifer Fleischman,
Deputy City Clerk

Publish: January 21, 2023

**CITY OF MOSCOW
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

HEARING DATE: Tuesday, February 7, 2023

GENERAL INFORMATION

Hearing Body: Board of Adjustment

Subject: LUP2023-0001 – Conditional Use Permit application for a Bed and Breakfast Inn within an existing single-family home, including the rental of one bedroom and bathroom for short-term stays at 2518 Itani Drive within the Moderate Density, Single Family Residential (R-2) Zone, per Moscow City Code 4-3-4.

Attachments:

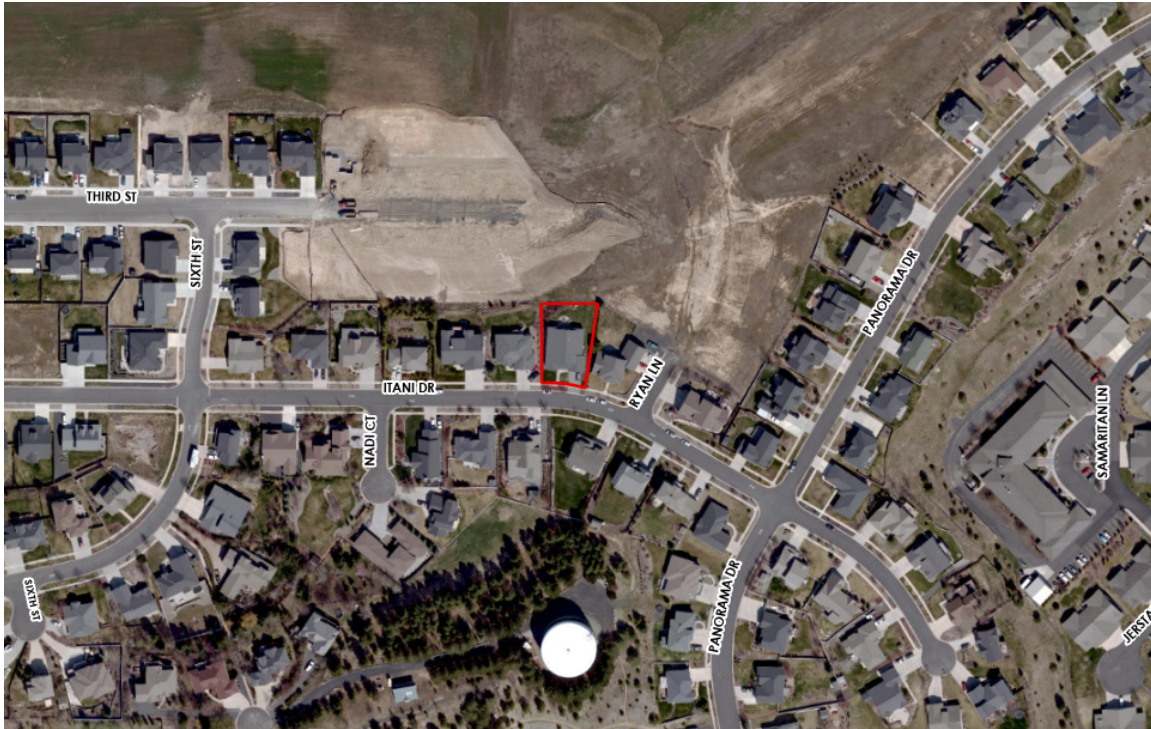
- A. Public Hearing Notice – published in the Moscow-Pullman Daily News on Saturday, January 21, 2023
- B. Conditional Use Permit Application

Prepared by: Aimee Hennrich

STAFF REVIEW

Proposal: The applicant is proposing to rent one bedroom and one bath within their existing single-family home for short-term stays, operating as a Bed and Breakfast Inn. A Bed and Breakfast is defined within Moscow City Code 4-1-6(D)(16), as “Establishments primarily engaged in providing short-term lodging (durations of less than twenty-one (21) consecutive days per guest) for compensation in private homes or accessory buildings where the owner resides upon the property and where breakfast may or may not be provided”.

The existing structure is a single-family home and is located at 2518 Itani Drive within the Moderate Density Single Family Residential (R-2) Zone. Bed and Breakfast Inns are a conditionally permitted use within the R-2 Zone. The rental space is accessed via the same primary entrance to the residence. Guests will stay for between one and three nights. Guests will have access to two bedrooms and one bathroom. The space to be rented will accommodate no more than 4 adults per stay. There are at least two parking space available on the site for guest use.



Aerial

Zoning: The subject property is located within both the Moderate Density, Single Family Residential (R-2) Zoning District.

According to the Zoning Code 4-2-6(A):

“The R-2 Zoning District is a moderate density residential zone appropriate where the following circumstances are present: 1) Single family dwellings are predominate; 2) Terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork; 3) Utilities and other public facilities are adequate for the densities allowed; 4) Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.”

The adjacent properties in all directions share the same zoning of Moderate Density, Single Family (R-2) Residential.



Zoning Map

Site and Area Land Use, Streets and Access: The subject property is a 10,963 square foot parcel located west of Ryan Lane with approximately 72 feet of frontage on the Itani Drive. Itani Drive is a 28-foot wide street with a tree lawn and sidewalk on both the north and south sides. Surrounding properties to the east south and west all consist of single-family dwellings. The property to the north is currently vacant land.

Comprehensive Plan: Chapter 2, Land Use and Community Character, designates f the subject property is currently designated as Auto-Urban Residential (AU-R). According to the Comprehensive Plan, AU-R designated areas,

“contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

All surrounding properties are also designated as Auto-Urban Residential (AU-R).

Chapter 3, Community Mobility, identifies Itani Drive as a neighborhood street.

Input from other Departments/Agencies: None.

Other Considerations: None

RELEVANT CRITERIA AND STANDARDS

The following are Staff's comments relating to the criteria required for approval of a Conditional Use Permit. See the attached worksheet for each of the criteria. The following statements may be used for the Relevant Criteria and Standards or changed to include or remove any statement deemed necessary or appropriate by the Board.

- 1. The proposed use (is/is not) a conditionally permitted use within the Zoning District.**
- 2. The character of the proposed use (will/will not) be in harmony with the neighborhood and surrounding land uses.**
- 3. The proposed use as approved, or as approved with conditions, (will/will not) generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood (including, but not limited to, noise, dust, glare, vibrations, odors, and the like).**
- 4. The location, design, and size of the proposed use (will/will not) be adequately served by existing streets, public facilities and services.**
- 5. The proposed use (will/will not) endanger the public health or safety if located where proposed.**
- 6. Proposed use (meets/does not meet) all applicable development standards of the Zoning Code.**
- 7. The proposed use (will/will not) be in conflict with the Comprehensive Plan.**

RECOMMENDATION FOR CUP APPLICATION

The Board has the option to approve, approve with conditions, or deny the application subject to the Relevant Criteria and Standards and any public testimony provided at the public hearing. The board may also table the decision for the application in order to request more information, including studies of social, economic, fiscal and environmental effects of the proposed Conditional Use Permit.

The Board of Adjustment may impose conditions including, but not limited to those 1) minimizing adverse impact on other development; 2) controlling the sequence and timing of development; 3) controlling the duration of development; 4) assuring that development is maintained properly; 5) designating the exact location and nature of development; 6) requiring the provision for on- or off-site public facilities or services; 7) requiring more restrictive standards than those generally required in an ordinance; and/or 8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

Staff recommends **approval** of the application for a Conditional Use Permit for a Bed and Breakfast Inn at 2518 Itani Drive with no conditions.

In accordance with the Board's decision, direct staff to prepare the Relevant Criteria and Standards document.

Anne & Duane Wessels
2512 Itani Dr
Moscow ID 83843

February 6, 2023

City of Moscow
Board of Adjustment

Dear Board of Adjustment,

We appreciate the opportunity to provide input regarding the conditional use permit for a bed and breakfast inn at 2518 Itani Dr. in Moscow. As immediate neighbors to the applicant's property we have concerns about the proposed use.

Our primary concern is an increase in the number of non-resident guests that may be present in our neighborhood. This includes concerns about noise, safety, and parking. The presence of bed and breakfast inn guests may lead to an increase in noise as people come and go at various times of the day and night, and perhaps utilize outside spaces of the property.

We are additionally concerned about the effect on property values in our neighborhood. We feel that most potential home buyers would prefer not to live next to a bed and breakfast inn, with a revolving door of non-resident guests.

At the same time, we are a little puzzled by the CUP request. As we understand, no special permits are required within the city of Moscow for "Airbnb" type uses. To the best of our knowledge there are very few in any bed and breakfast inns within the city of Moscow R-2 zone. If the intended use is for short term stays, it is unclear to us why the CUP is necessary.

We urge the Board of Adjustment to deny the conditional use permit.

Sincerely yours,

Anne & Duane Wessels

**Public Hearing Transcript: Conditional Use Permit Application for a Bed and Breakfast Inn
Within an Existing Single-Family Home Located at 2518 Itani Drive**

The meeting was called to order at 6:59 PM

MEMBERS PRESENT: Joe Bazzoli, Chair; Steve Bush, Marshall Comstock, Jerry Schutz,
Tim Thomson

MEMBERS ABSENT: Tim Kinkeade

STAFF: Jennifer Fleischman, Aimee Hennrich

1 HENNRICH: Good evening...Board members. I believe the first, uh, Public Hearing and proposal
2 for tonight is...for 2518 Itani. So, uh, the Conditional Use Permit tonight, as I stated,
3 is for 2518 Itani Drive. Uh, the Applicant is requesting CUP for a Bed and Breakfast
4 within a moderate density single-family residential zoning district. Um, according to
5 Moscow City Zoning Code, a bo- a Bed and Breakfast Inn is established primarily-
6 for- established primarily eng- an establishment primarily engaging in providing
7 short-term lodging; durations of lot- less than 21 consecutive days per guest; for
8 compensation in private homes or accessory buildings where the owner resides upon
9 the property; and breakfast may or may not be provided. Uh, this Applicant is pro- uh,
10 proposing a short-term rental of two bedrooms and one bathroom within an existing
11 single-family home. Will be accessed via the main entrance of the primary home. And
12 there will be a maximum of four guests with parking space for at least two cars on
13 site. This is the subject property here, just north of Itani- north of Itani, um, little west
14 of Ryan Lane, if you are familiar with that subdivision. This is a closer aerial image
15 of the subject property; characteristics are very similar of a single-family home. Um,
16 this is the front of the subject property: as you can see, there's a two-car garage along
17 with two car parking in the driveway. So, this is the floorplan of the subject property,
18 um, as- as I stated: parking pad in front for two cars, two-car garage here. Um, owner's
19 bedroom and bathroom here. Private kitchen, living room, um, the, uh, short-term
20 rentals would access through the front entrance here, just as you would the main home.
21 The two bedrooms, uh, for short-term rental are here in the front along with the, uh,

1 additional bathroom. Zoning for that property, as I stated, is R-2. Um, everything
2 surrounding is- is also, uh, R-2. It's the moderate density single-family residential
3 zoning district. Bed and Breakfast Inn are considered a conditionally permitted use
4 within the R-2 zoning districts. Um, the subject property is approximately, um, 10,963
5 square feet. Um, like I said, west of Ryan Lane. It has 72 feet of frontage along Itani
6 Drive. The surrounding properties to the east and south and west all consist of single-
7 family residents. And the property to the north is vacant land. Uh, vehicles access, uh,
8 via Itani ride- Itani Drive, which is a 24-foot wide- or 28-foot wide, uh, street with
9 tree lawn and sidewalk on borth- both- both the north and the south sides of the street.
10 Um, and it's designated as a neighborhood street. Um, so recommendation for tonight:
11 based on, uh, the fact that the- it meets all the- the zoning criteria for a bed and
12 breakfast, uh, Staff recommends approval of the Conditional Use Permit, um, for 2518
13 Itani Drive, with no conditions. And I'd be happy to take any questions you might
14 have.

15 BAZZOLI: Thanks, Aimee. Does anybody have questions for Staff?

16 COMSTOCK: Not right now.

17 BAZZOLI: We do not!

18 HENNRICH: Alright.

19 BAZZOLI: Thank you.

20 HENNRICH: Easy enough.

21 BAZZOLI: With that introduction of the project, I will open up the hearing for the public
22 testimony. Would the Applicant care to come forward, and state your name and
23 address, uh, at the podium for the record, and tell us about your CUP?

24 WRIGHT: Hi. Thank you for letting me speak. I'm John Wright and my wife Candis with me,
25 from 2518 Itani Drive. Uh, everything that Aimee just told you is excellently stated
26 and, uh, I don't have anything to edit, modify, or correct. That sounded perfect.

1 BAZZOLI: Okay.

2 WRIGHT: Any questions that you might have?

3 BAZZOLI: Any questions for the Applicant?

4 COMSTOCK: I- you- Joe, um, I just wondering how many persons are going to occupy the part of

5 the struc- of the house that you guys are going- going to keep, that's not going rent

6 out? How many persons live- reside there?

7 WRIGHT: So, it's my wife, myself, and my mother-in-law.

8 COMSTOCK: Okay. Thank you.

9 WRIGHT: Yup, thank you.

10 BAZZOLI: Wow! There's no questions tonight! Imagine that. Um, well, um, while you're there,

11 we had a letter that was received, um, regarding your Conditional Use Permit. I'll just

12 read it into the record, um, because I haven't had a chance to read it yet. And then, if

13 there's something that, um- oh, I know I don't have to do that, but, um-

14 COMSTOCK: ...just wondering if you want- wonder if you want to wait until....

15 BAZZOLI: -ask him questions?

16 COMSTOCK: -positive testimony first.

17 BAZZOLI: Well, actually I don't- I think this one is.

18 COMSTOCK: Okay. Then maybe I read the wrong one.

19 BAZZOLI: Oh. This one? With the Itani address?

20 COMSTOCK: Yes.

21 BAZZOLI: It's the neighbor?

22 COMSTOCK: Yup. K, go ahead Joe.

23 BAZZOLI: Alright. This is from Ann and Duane Wessels. They live at 2512 Itani Drive. "Dear

24 Board of Adjustments, we appreciate the opportunity to provide input regarding the

25 Conditional Use Permit for the Bed and Breakfast Inn at 2518 Itani Drive in Moscow.

26 As immediate neighbors to the Applicant's property, we have concerns about the

1 proposed use. Our primary concern is an increase in the number of non-resident guests
2 that may be present in our neighborhood. This includes concerns about noise, safety,
3 and parking. The presence of Bed and Breakfast Inn guests may lead to an increase in
4 noise, as people come and go at various times of the day and night, and perhaps utilize
5 outside spaces of the property. We are additionally concerned about the effect on
6 property value in our neighborhood: we feel the most potential home buyer would
7 prefer not to live next to a Bed and Breakfast Inn, with a revolving door of non-
8 resident guests. At the same time, we are a little puzzled by the CUP request, as we
9 understand no special permits are required within the City of Moscow for Airbnb type
10 uses. To the best of our knowledge there are very few, if any, Bed and Breakfast Inns
11 in the city of the Moscow R-2 zone. If the intended use is for short-term stays, is
12 unclear to us why the CUP is necessary. We urge the Board of Adjustments to deny
13 the Conditional Use Permit.” So, the reason I wanted to read that into the record is,
14 no one has had this information until now. And so, um, as the Applicant, I...would
15 like your take on this.

16 WRIGHT: Well first of all, thank you for the opportunity to, uh, speak about it. This is also our
17 first opportunity to see the letter, so thank you for providing it. I realize it came in
18 late. Um, so the second and third paragraph it looks like, are what the Wessels, uh,
19 two points are. Looking at the first point, to summarize it, uh, it is... “Guests- non-
20 resident guests: the number of them could be increased in our neighborhood.” And I,
21 um, personally looked at, uh...Airbnb and, uh, rental by owner- those kind of
22 websites. There are none in our neighborhood, within 1,500- 2,000 feet. I mean,
23 it’s...wide open, so I’m not sure, um, what other homes they’re referencing?

24 BAZZOLI: Okay.

25 WRIGHT: So. Because I was curious, myself, if there were other homes in the neighborhood and
26 I was very surprised to see that there weren’t. Now there is a home on Panorama: it’s

1 up ar- up into the north of us. Um, but I'm- I do not know if that's a legally licensed
2 home and, uh, so that's- we're trying to obviously do this legally. And I wasn't passing
3 judgement on that house. And, uh, there's another house probably within a half a mile,
4 as the crow flies, that shows up on rental sites, but again, I have no indication to
5 suggest that they're also a permitted home. So, what people are doing legally or not,
6 I do not know but we're trying to do this the legal way. And I don't, uh, have any
7 impression that there are, um, great numbers or any numbers of non-resident guests
8 that are choking up the neighborhood. As far a noise, safety, and parking go: we've
9 already established that there's ample parking, at least we're one of the few
10 neighborhoods in- in Moscow, it seems, we're fairly new here but my impression is
11 that there is, uh, some shortage of parking in some neighborhoods. But we're fortunate
12 that that is not the case for us and then we have, uh, the driveway parking and garage
13 parking as well. Noise and safety: w- we have, uh, anticipated for noise and- we have-
14 we'll have a written policy that check in is no later than 10pm, so we- we will be
15 controlling that feature, uh, for any kind of evening noise. It's not like Itani is a quiet
16 neighborhood, I wouldn't suggest that at all. We have neighbors, uh, tightly packed
17 in as you can see from the, uh, aerial shot up there. And we're the quietest house on
18 the block, with just my wife and I, and my mother-in-law. Our immediate guests- or
19 our immediate neighbors all have dogs, many of whom are out during the day and
20 early evening, uh, and barking. We don't have any pets, we don't contribute to the
21 noise level at all. Nothing against the dogs, but that's just the fact that there is animal
22 noise out there. And, uh, then on the second point...property values. Uh, well that's a
23 purely speculative thing and I am- I tend to be, uh, relying on data and I don't see any
24 data in there that I could hang anything on, so I will just leave it to you to determine
25 the speculative nature of that one. And...I think that's it as far as the two points that
26 they were making, that I could possibly address.

1 BAZZOLI: Um, we've actually had several bnb CUPs, recently. That's becoming a more common
2 thing. What is the frequency you expect of- of having guests?

3 WRIGHT: Well, looking ahead at Moscow's calendar for the next 12 months, there are quite a
4 few, uh, community events. So, it will be completely driven by, um, visitors coming
5 into Moscow, first of all. And second of all, another factor that drives, uh, the success
6 of a home to be occupied is its rental rate. About how much the room is rented for.
7 And we haven't decided yet where we're going to land in that spot. We're, um, we're
8 also probably not going to rent full weekends out, so that'll be limiting some of the
9 available...prospective renters, cause we'd probably just primarily loo- look at
10 Monday through Friday, occasional Saturdays. So, um, uh...

11 BAZZOLI: Alright. Any- any other questions?

12 COMSTOCK: Uh, one question.

13 WRIGHT: Yes, sir.

14 COMSTOCK: Quick question: um, where is the Wessels house in location to yours?

15 WRIGHT: So, if you reflect on the picture that was there on the front of the house? There to the
16 left and down, uh, Itani.

17 COMSTOCK: K, uh-

18 WRIGHT: J- immediately next door.

19 COMSTOCK: How many- how many homes separate, would you- would you say?

20 WRIGHT: Uh, they're right next door.

21 COMSTOCK: Oh, they're right next door.

22 WRIGHT: -right next door, yeah.

23 COMSTOCK: K.

24 WRIGHT: Yes, their garage immediately fac- uh, is closest to us.

25 COMSTOCK: K.

1 WRIGHT: And then, we will also have a, uh, just- uh, uh, generally noise policy- so we have an
2 enc- basically an enclosed front porch that'll be accessible to, uh, guests. And, there
3 will be nobody out in our backyard, at all, that will just be private space for us. And,
4 uh, on the front side of the house, which is where the enclosed porch is, that's where
5 all the roadside traffic is. So...eh, there's nothing quiet about Itani, as I said earlier,
6 and that roadside traffic is where- if they were outside during summer months, then
7 that would be a thing, but it's not an air-conditioned space at all. It- there's not even
8 a ceiling fan or anything, it's just an enclosed porch, so. Uh, it would be, uh, I- I don't
9 anticipate that porch getting lots of outdoor use, um, so either the neighbor's dogs or
10 just the regular routine noise that's on Itani would be most likely what they're hearing.
11 But, I...Sir?

12 THOMSON: I, uh, I find it interesting to see that you said that you prefer to have people come into
13 the week. In fact, you won't even...be at- make it available. And I realize you can
14 change your mind, um, for the weekend. Where I see...with the University and events,
15 that's normally when hotel rooms are hard to find.

16 WRIGHT: Yes.

17 THOMSON: You would think people would look for bnb's over the- the homecoming, whatever
18 the case may be. So, what's- what type of market do you think are the people who are
19 going to most likely be drawn to your bnb?

20 WRIGHT: So, it will be, uh, weekday- weeklong visitors, somewhere in that space. The primary
21 reason that we're not renting it out on weekends is because we have, uh, 16
22 grandchildren, and we have, um, a lot of noise at our house on the weekend, just from
23 our 16 grandchildren. And then we, um, try to do family dinners at our house, cause
24 we are the grandparents here in town. So- so, that's the reason why we're not leaning
25 towards doing it and, uh, with 16 grandkids- by the way, they're all age 11 and under.
26 So, it's a pretty noisy gathering.

1 THOMSON: I know that's- that's not obviously going to change.

2 WRIGHT: No. No, so- so beyond that-

3 BAZZOLI: You'll be more quiet when you have guests!

4 WRIGHT: Beg your pardon?

5 BAZZOLI: I'm sorry.

6 WRIGHT: Yeah. So, yeah, our- our grand- our family visits on the weekends are definitely the

7 noisy part of our life. And, uh, we also thought it would be better for our guests if they

8 didn't have to put up with all the noise, so- right? From all 16 kids.

9 THOMSON: Yeah, I can see they wouldn't last very long.

10 WRIGHT: Yeah. So, and by the way, I apologize for leaning strangely like this: the drawer is out

11 on this thing and I can't figure out how to make it go in. So, I-

12 EVERYONE: (Laughing)

13 THOMSON: That's by design.

14 WRIGHT: Is it? Okay, don't get too familiar with it- microphone.

15 THOMSON: Make it awkward.

16 BAZZOLI: Any more questions for Mr. Wright?

17 COMSTOCK: Not at this time.

18 WRIGHT: Alright, thank you so much, very- I appreciate it.

19 BAZZOLI: With that, eh, is there anybody that would care to come up and speak in favor of this

20 application? Ok. That said, is there anybody that would come up and would like to

21 speak otherwise? Please come up, one at a time and state your name and address in

22 the, uh, into the mic for the record.

23 CARNEY: Hi, my name is Pat Carney and I live at 2715 Itani. Um, I appreciate what Mr. Wright

24 said, that we are not a quiet neighborhood. We actually are a pretty quiet

25 neighborhood: the only thing that makes noise are the young children in the

26 neighborhood. So, if it's an increase in traffic, I'm certainly opposed to that. Also, he

1 said parking was not a problem. Every time I drive by that house, there are two cars
2 in the driveway and there are two cars parked on the street in front of the house. So,
3 there's actually not another parking space at the house. You would have to park
4 around the corner, on a dead-end street. There is no parking on the other side of the
5 street, so that's not an option. So, in the winter time, when the snowplow comes: it
6 pretty much covers up the two cars on the street, you know, with a big snow bank.
7 And when people put their trash cans out on the other side of the street, its hard to get
8 through there, with- with the ice and the snow. The summer: not so much. But like I
9 said, in the summer there's lots of children out playing in the neighborhood; people
10 walking, walking their dogs or just elderly, like myself, out walking on the sidewalks.
11 And, I am opposed for any kind of bed and breakfast in our neighborhood. We don't
12 want a multi-use neighborhood. We like our- our regular neighborhood as it is. I'm
13 sure that's why, when I moved here 5 and a half years ago, that was one thing I looked
14 for. Was a quiet neighborhood with nice neighbors. That's it. Thank you.

15 BAZZOLI: Thank you.

16 WINDLEY: I'm Charla Windley. I live at 424 Panorama Drive, which is on the corner of Pamo-
17 Panorama and Itani. I've lived there 8 years. I chose that neighborhood because it is
18 a residential neighborhood of single-family dwellings. And, I really would like it to
19 stay that way. Not to make this a personal argument, but I just love the neighborhood
20 the way it is. And, you know, once we say yes to one CUP, we can't say no to any of
21 the others. So, essentially, we're rezoning the neighborhood with the decision tonight.
22 And I- I would be very much opposed to that. I would like to keep the neighborhood
23 the way it is. I would like to echo Pat's comments about the parking. I drive up and
24 down that street quite often and it really is difficult. The other side of the street says
25 "No Parking". But, et- that tends to be ignored, especially by construction vehicles,
26 delivery vehicles, people who are unfamiliar with the neighborhood. It just gets

1 ignored and then we have cars on both sides and then it really is a narrow one-way
2 street. And- and so the traffic- the parking is difficult, that- you just can't get around
3 that. And they're already several cars that belong- that are usually parked at, as Pat
4 said. So, again I repeat myself, but I just want to say how important I just feel that I
5 love the neighborhood. My son lives a couple of doors to the other side of me, and-
6 and I echo his sentiments as well. We just like to keep the neighborhood the way it is:
7 zoned residential single-family. And I thank you for your time.

8 BUSH: Yeah.

9 SCHROEDER: Well, I'll stand off the side. Brant Schroeder, I'm at 515 Panorama Drive. And- and
10 I- mines just the same thing. I- I purchased a home up there about 12 years ago,
11 specifically because it's, uh, single- zoned single-family homes and that's the way I'd
12 like to keep it. Um, I've got 4 kids that I'm raising- well, one just moved out of the
13 house, but he's there quite frequently, so. Can't get rid of them yet, but, um, we- we're
14 probably one of the noisier homes in the area, because all the kids play at my house.
15 But, um, that's why we like it, is because it's residential and we have a lot of kids and
16 families growing up there, so.

17 BAZZOLI: Yup, thank you.

18 KONEN: Hi, my name is Cade Konen. I live at 2515 Itani. My house is just right across the
19 street, to the south. We're the ones that don't have any parking on our side. Um, I can
20 attest to the- one of the people came up today that, I've lived there, across the street
21 from the Applicant for probably 3 or 4 years now. And generally, there's always at
22 least two cars in the- in the- in the parking lot in front of the driveway. And usually
23 just one on the street. And it has been a problem with the snowplows that I've talked
24 to, trying to get around there. Because it's pretty narrow. When you add a UPS or
25 FedEx truck, people are stopping coming up and down. And I appreciate that
26 entrepreneurial spirit and wanting to try to do something, but it just seems like, when

1 I moved in, my CC&R said that this was a single-family dwelling, should be used for
2 residential only. It just seems like that we should try to keep it that way. One person
3 said, you know, we start this: it kind of just continues on. If you approve this, when's
4 the next person that's going to do an Airbnb, or some type of Bed and Breakfast?
5 Like, it just doesn't seem like it ends. So, I guess I'd ask you to oppose this. Thank
6 you.

7 THOMSON: Can I ask a question?

8 KONEN: Yeah.

9 THOMSON: 'Cause we've heard it a couple times about- there's always a car or two parked. Is it
10 always the same cars?

11 KONEN: Uh, generally yeah. And it's parked where I almost hit it every time I back out, so,
12 it's, uh-

13 THOMSON: Do you have any idea who might own it?

14 KONEN: I have no idea- it's a white, I think, Honda Prius. It's one of theirs, I'm assuming.
15 Yeah.

16 AUDIENCE: They're all white.

17 KONEN: They're all white.

18 AUDIENCE: They're all white.

19 KONEN: Yeah, so is mine.

20 EVERYONE: (laughing)

21 KONEN: You have to be in a white car to live in our neighborhood, apparently. Yeah, no there's
22 one always parked kinda right as I back out of my garage. And then there's always
23 two in the driveway itself. So, if there's going to be people coming and going, unless
24 something changes with their- their parking inside the parking- inside of their- excuse
25 me, their garage structure, there's going to be people that come here that are going to-

1 that are going to be, uh, a purchaser of this Airbnb, it's probably going to be parked
2 on the street. More than likely. So, any more questions for me? Thank you.

3 BAZZOLI: Nope. Thank you. Would anybody else care to come up and...speak about this CUP?
4 K, that said, um, I'll give the Applicant a chance to come up and address, what sounds
5 like parking concerns. Um, if you want. Please state your name again.

6 WRIGHT: And I'll follow suite and stand over to the side here. It's John Wright. So, uh, first of
7 all, for the record, there are no CC&Rs attached to our property, whatsoever. So, um,
8 that is...the case. Otherwise we wouldn't have bought the house. Um, regarding
9 winter parking: we only park on the side of Itani, which is a wide street that has
10 parking available. On the other side of the street it is clearly marked "No Parking"
11 because it is a winter route, so that- that's a data point. On our side of the street it is
12 true that if there is snow, that I have to get out with my snowblower and clear parking
13 for me to park, which I do. And I would continue to do, so there's no change there.
14 Um, the...picture that showed parking for the garage, the driveway, and the street, is
15 an accurate depiction of the parking spots that are available. Because we're not talking
16 about renting three or four rooms, but a single space with a car, there's still ample
17 parking in front of our house, uh, fo- without impinging on what anyone else is doing.
18 Um, there was a comment that contractors park on that side of the street as well as
19 the- this- this side of the street that's marked "No Parking". That's true. But those
20 aren't contractors associated with our home. They're actually associated with one of
21 the presenters here tha- this evening. Um...I'm trying to think of- if there were any
22 other points that I could respond to with actual data. I don't anticipate there being any
23 parking, because like I said, we have ample: two directly in front of our house that we
24 use. Um, when we have family gathering events, which we do on the weekends that I
25 referred to, we are four or five or six or seven cars deep, up and down the street. But
26 we're not unique in that usage. There are plenty of other family or graduation or, uh,

1 other events that happen, from all of our neighbors parking up and down that side of
2 the street. We all have to park on the same side, but there's ample parking and it's a
3 wide street. During snow, when the snowplows come through, it's, uh, it's our choice
4 if we want to have the snow plowed into the front of our house, where we would
5 normally park, or if I have to get my car out of the way. Or get my snowblower out
6 there and do the work myself. I have never had any complaints, personally, about how
7 the snow gets managed if I want to be able to unearth my car, then I work around it.
8 We're fairly new to Moscow, so I didn't know that the first year that we were on Itani
9 and our car did get buried for several months by the snowblower- the snowplow. So,
10 but we got that under management and, uh, I'm just trying to think about how that
11 particular snow situation affects any of the neighbors. If we're removing the snow so
12 that we can park on the street, then, uh, which- which we did this year. That's for our
13 own benefit and would continue to do so, then I don't see how that's an impact on
14 anybody? Directly, in front of our house? So, that would be my clarifying responses.
15 Any-

16 THOMSON: Did you say you have-

17 WRIGHT: -questions?

18 THOMSON: -two parking places in front of the house: is that the pad parking in front of your garage
19 or is that out on the street?

20 WRIGHT: Yeah, that picture in your left hand, there? That's, um, out on the street- those are the
21 two parking spots directly in front of the house.

22 THOMSON: Okay, well then, that's open parking, isn't it?

23 WRIGHT: It is, yes.

24 THOMSON: Yeah, yeah.

25 WRIGHT: Anybody can park there, and they do.

26 COMSTOCK: Joe?

1 BAZZOLI: Yes.

2 COMSTOCK: I- yeah, John, I'm looking at the same picture that- that Tim was there.

3 WRIGHT: Uh-huh.

4 COMSTOCK: It looks to me like on the one side of the driveway- is that- is a- a gravel landscaped

5 area there?

6 WRIGHT: It is.

7 COMSTOCK: On the one side, so a person could actually park on that graveled landscape part?

8 WRIGHT: Yes. Yes.

9 COMSTOCK: And how wide is that?

10 WRIGHT: Well, it's uh, about the width of a Prius.

11 COMSTOCK: Uh, the width of what?

12 WRIGHT: Of a Toyota Prius?

13 COMSTOCK: Okay, and then I notice on the other side of the garage it doesn't look like- looks like

14 the drive- the existing driveway, uh, doesn't actually match up with the left side of

15 the garage. Is there a space there also? Or, like a couple of feet or something like that?

16 WRIGHT: So, as you're looking at the front of the house, on the left-hand side?

17 COMSTOCK: Yes- uh, no. As you're looking from the street down the driveway to the garage. It

18 looks like there's some grass or something that doesn't extend clear over to- to match

19 up with the garage. Is that accurate?

20 WRIGHT: So, as you're looking at the house, on the right-hand side, is where the gravel, um,

21 bed is-

22 COMSTOCK: Right, I'm talking about-

23 WRIGHT: -it's about the width of a Prius-

24 COMSTOCK: -on the left-hand side-

25 WRIGHT: Left-hand, okay-

26 COMSTOCK: -of the garage.

1 WRIGHT: Yeah, that's just front yard. At this point, it is grassed in front yard. We are
2 considering, uh, taking the, um-

3 BAZZOLI: Thanks Aimee! You read my mind. Sorry, Mr. Wright.

4 WRIGHT: -if you can see, the driveway is actually made of individual laid bricks. And so, to the
5 left, we have been contemplating taking out that, um, plum tree and then bringing the,
6 um, porous surface over to the left to expand-

7 COMSTOCK: Hm-mm.

8 WRIGHT: -on premise parking-

9 COMSTOCK: K. Yeah, what I'm getting at: is it possible to extend the driveway width to
10 accommodate a couple of vehicles?

11 WRIGHT: Yeah. Yeah...Yeah, so the, um- and I apologize, I don't know their last name, but it
12 was the people to the left of us, they do use the, uh, small driveway to the right, on
13 their property for additional parking. We've just never gotten into the habit of doing
14 that.

15 COMSTOCK: K.

16 BAZZOLI: I have a question for clarification, while you're back up there. When...as a- as a
17 Airbnb res- and a Bed and Breakfast, it- ar- are you're guests occupying while you're
18 occupying? Or are you gone when they're there?

19 WRIGHT: It can be either way. We're not going to limit having, uh, guests on a day to day basis,
20 when we're just at the grocery store or something. If we're out of town, we probably
21 will not have, uh, people in the house, other than just family. Does that answer your
22 question?

23 BAZZOLI: I- I think so. So, you- you- you will still be residing in the house at the time the guests
24 are, as well?

25 WRIGHT: Yes, we're- we live there, it's our only home and we will be there.

1 BAZZOLI: The reason I ask, is sometimes- I've used Airbnb's, and the- the owners aren't there
2 at the time that the guest is.

3 WRIGHT: Yes, and-

4 BAZZOLI: And others, they actually prepare a meal for you, and so- I just didn't know what your
5 process-

6 WRIGHT: Yeah, we don't-

7 BAZZOLI: -or how you-

8 WRIGHT: -anticipate, uh, being either of those scenarios. We're not actually going to do meal
9 prep and, uh, if- if we have guests, then we will be, uh, in town, in the house. With
10 the exception if we going to, like, the grocery store or to errands or what-have-you.
11 But, um, like I said, if we're going to be out of town, then we won't be renting the
12 room.

13 HENNRICH: And if I could quickly interject, just to provide some clarity around short-term rentals
14 versus Airbnb's. Um, short-term rentals, uh, by Idaho State law, um, states and
15 counties are not allowed to regulate them. Um, so when a- when a person rents out
16 the entire home, um, that's permitted by right within the City. Because he's residing
17 within the home and renting out a bedroom, that is considered a Bed and Breakfast.
18 So, that's the distinction there. Uh, because he will be residing within the home, it fell
19 within the category of a Bed and Breakfast rather than a short-term rental.

20 COMSTOCK: Thanks Aimee.

21 BAZZOLI: Okay.

22 WRIGHT: It- we felt like it added a little bit of confusion having the, uh, Bed and Breakfast title
23 in there, but we totally get why the code reads that way. But, we're just renting out a
24 room and not actually having a full-on Bed and Breakfast in there, as the, um, notice
25 says. So...

26 COMSTOCK: K.

1 WRIGHT: Thank you.

2 SCHUTZ: Marshall, just for clarification: when you were talking about the graveled spot, are

3 you talking about the tree lawn? Or the tree gravel?

4 COMSTOCK: No, I-

5 SCHUTZ: Since it's not-

6 COMSTOCK: -was talking about-

7 SCHUTZ: -where the-

8 COMSTOCK: -retaining wall on the right-

9 SCHUTZ: Retaining wall, okay, over there.

10 COMSTOCK: -up against that.

11 SCHUTZ: Okay. Sweet.

12 COMSTOCK: And then, perhaps extending the driveway to the left-

13 SCHUTZ: Back this way, yeah?

14 COMSTOCK: -a couple of feet.

15 SCHUTZ: K.

16 WRIGHT: Yeah, so we're- so that's what I said we're con- contemplating, uh, extending the

17 porous material- in the driveway, it's just hand-laid brick. We have some landscaping,

18 uh, uh, sprinkler system that we would have to move in order to do that. But, uh-

19 THOMSON: And that's not City right-of-way, huh?

20 WRIGHT: No. No, and we've-

21 THOMSON: Blocking the curb?

22 WRIGHT: We've been- we've been contemplating doing that since, uh, in sp- regardless of what

23 we do with the, uh, the room. So-

24 HENNRICH: As far as parking's considered for a Bed and Breakfast. So, a single-family residence

25 requires two parking spaces for any home with up to four bedrooms. With the addition

26 with the Airbnb- or with the addition of the Bed and Breakfast, each room requires .5

1 parking spaces. So, this use really only requires a total of three parking spaces, by
2 City Zoning Code. Um, so with the two-car garage and the two-car parking pad in the
3 driveway, it does meet the required parking code.

4 COMSTOCK: But we can supersede that-

5 HENNRICH: Correct.

6 COMSTOCK: -parking code and put additional conditions on there?

7 HENNRICH: Yeah. Correct.

8 COMSTOCK: Okay.

9 THOMSON: And even though you barricade the two cars in the garage, you still get to count those
10 two?

11 COMSTOCK: Yeah. You do, because-

12 THOMSON: Alright.

13 SCHUTZ: And, did I read in-

14 BAZZOLI: Hold- hold- hold-

15 SCHUTZ: Sorry.

16 BAZZOLI: Hold on. Do we have any more questions for the Applicant?

17 SCHUTZ: Yes.

18 BAZZOLI: We'll let him sit if we don't have any more for him.

19 SCHUTZ: Yes.

20 BAZZOLI: Okay.

21 SCHUTZ: Did I read in the application that you intend to fix the garage door so that you can park
22 in the garage?

23 WRIGHT: Uh, there's no reference-

24 BAZZOLI: That's the other one.

25 WRIGHT: -there's no reference-

26 SCHUTZ: Never mind.

1 WRIGHT: -from what I understand.

2 SCHUTZ: I withdraw my question.

3 WRIGHT: Okay.

4 THOMSON: -I'm curious what they-

5 BAZZOLI: Steve, any more questions? Any more questions for the Applicant?

6 BUSH: No.

7 WRIGHT: Alright, thank you again.

8 AUDIENCE: Can I- can I approach?

9 BAZZOLI: No. We're- actually our...public part of this is now over. That's why I gave him the

10 last- last chance.

11 AUDIENCE: There were just some incorrect statements that I don't agree with.

12 BAZZOLI: That happens a lot in- in the so- within our discussion, hopefully we will address

13 those. Um, question for Aimee: there's been comments about zoning and changing

14 the zoning. We're not doing any zoning change in this residence, correct?

15 HENNRICH: That's correct. This is a conditionally permitted use within the R-2 zoning

16 designation.

17 BAZZOLI: So, these are allowed in an R-2 zone, without rezoning the R-2?

18 HENNRICH: Correct.

19 BAZZOLI: Okay, that's one clarification I wanted correction. That may or may not have been

20 that gentleman's. Um, so-

21 THOMSON: Joe, I think, kind of along those lines- because we've heard it more than once,

22 was...regardless of what we decide, if we should go ahead with the- that- then we

23 have set a new, um, precedent and this'll be just one of many. And I would like to say

24 from my point of view, that's- we're not- we never set precedent. Each case is- stands

25 on it's on and we may to elect to do one thing for one and another for another. It's

1 not- we're not here to change the zone or, uh, the City's ordinance here. We're here
2 to, uh, identify what we're allowed to- have the power to do here.

3 BAZZOLI: Um. Also, what's come up- I think I can clarify- we're talking- Marshall was referring
4 to the side- what I believe is probably a five-foot wide side yard setback. On what I
5 believe is the east side of the house. Not- not the graveled area out by the little plum
6 tree. So, that's why a Prius might fit there but- a standard car-

7 COMSTOCK: It could-

8 BAZZOLI: -probably wouldn't.

9 COMSTOCK: -could be larger than five feet.

10 BAZZOLI: True. But-

11 COMSTOCK: That would be the minimum.

12 BAZZOLI: But that would be the minimum that a developer would have had to provide in that-

13 COMSTOCK: Yeah.

14 BAZZOLI: -neighborhood, so it- it- realistically it's probably in that range. But, that's the area
15 that we're talking about on the width. Comments? Questions? Thoughts?

16 COMSTOCK: I'll- I'll make a couple of comments. N-number one: I don't like the City street
17 standard with parking on only one side of the street. But, that's neither here nor there
18 for this discussion. Uh, number two: I think there's a need in this City for some Bed
19 and Breakfasts and- and things because otherwise the City's overwhelmed and people
20 are actually going to Lewiston and Pullman and stuff when there's an event here. So,
21 I- I think there's a real need for some additional places like- like this to go. Parking
22 is- is a big problem, and snow removal is a big problem. And it's- it apparently is a
23 narrower street because parking is only on one side. I th- I think that additional parking
24 could be employed off-street in- in this situation. Even though Aimee said that they-
25 they meet the requirement already for off-street parking, but in a situation like this I

1 think, uh, I- I would make that a condition. To have a minimum of four off-street
2 parking places. But, I don't know how the rest of you feel.

3 THOMSON: And how would they go about doing that, again Marshall?

4 COMSTOCK: Well, I'm not a- I'm not a designer. I would leave that up to the Applicant to-

5 HENNRICH: Mar- um, so with the garage and the driveway, there is a total of four.

6 COMSTOCK: Okay. Um-

7 HENNRICH: It's just how they- how the Resident and owner chooses to park within those is kind
8 of out of our control.

9 COMSTOCK: Um.

10 THOMSON: In other words, what I'm trying to think might-

11 COMSTOCK: There's- what-

12 THOMSON: Go ahead.

13 COMSTOCK: Let me finish. So, but the application is asking for a maximum of four additional?

14 HENNRICH: No.

15 BAZZOLI: No.

16 THOMSON: No.

17 HENNRICH: So, the Applicant is providing two parking spaces for the, uh, Bed and Breakfast guest
18 and in addition has the two-car garage. So, the total would be t- four, for the- the
19 residents that live there and then the two. The requirement would be three for the use,
20 and the- the residents.

21 COMSTOCK: Okay. Thanks, Aimee.

22 HENNRICH: Sure.

23 BAZZOLI: More thoughts?

24 BUSH: I have a question for- for, um, for the City. I'm, um, somewhat familiar with, um,
25 Conditional Use Permits and, um, having terms to those Conditional Use Permit. And,
26 uh, so I'm wondering if the Board of Adjustment has the ability to set terms to the

1 Conditional Use Permit so that it would be a timeframe and then the Conditional Use
2 Permit would expire, and that they could reapply?

3 HENNRICH: So, typically within the, uh, guidelines of a Conditional Use Permit: once the use has
4 started, um, that it- it is allowed to continue. Um, as far as setting a time limit, um, for
5 a Conditional Use Permit, the- or a condition, um, in regards to a time, um, you are
6 able to, um, let's see, "-minimize adverse impacts on the development; control the
7 sequence and timing of the development;" um, "-control the duration of the
8 development;" um, "-assure the development is in- is- is maintained properly;" um,
9 let's see, where- I'm losing my place. Uh, "-that the site and public facilities and
10 services are adequate;" um, "-require more restrictive standards than those generally
11 required by the Ordinance; and require mitigation effects for the proposed
12 development upon service delivery by in a political subdivision, including schools,
13 districts, providing services within planning jurisdiction." So, um, I think that...to
14 give it an expiration date, um, would potentially fall...

15 BUSH: Under number three.

16 HENNRICH: -under number three.

17 BAZZOLI: Yup.

18 BUSH: Right.

19 HENNRICH: Um, controlling the duration.

20 BAZZOLI: And- and I would say-

21 HENNRICH: But that does specifically speak to development, too. It does use the word
22 "development" and this isn't necessarily a development or a building that's being
23 constructed. Um, so, it would be kind of a- a tricky slippery slope there. Whether-
24 how that's to be interpreted.

25 BAZZOLI: We have in the past added a condition for a Conditional Use to be revisited after a
26 year. So...for instance, you- you make a...proposal that we add a parking stall, and

1 we could have a second condition that goes with that to say, okay, after a year if we
2 require the Applicant to add the stall in a year, have another CUP and see if that
3 actually worked. Or didn't work. So, to answer your question, yes, we could- we can
4 make that a condition if we so chose or if it was- if someone proposed it.

5 THOMSON: A condition of what? I mean, I- uh-

6 BUSH: A condition of the CUP.

7 THOMSON: Just in other words-

8 BAZZOLI: A condition of the CUP-

9 BUSH: Because we're giving them uh, uh, uh the use- the right to be able to use the facility
10 as they see fit now, anyhow. But, its'- we're setting a precedent as well. Whether we
11 are or not, in the neighborhood we probably are. At any rate, um, we would be able
12 to have the Applicant come back. The CUP would expire, and they would have to
13 come back and apply for a new CUP, and then they would either meet the conditions
14 that we'd had imposed on, um, on them for the CUP or, like, excuse me, like Marshall
15 says: having another parking spot there or something. Whatever it is that we might
16 lay out as a requirement.

17 THOMSON: What if we had no condition, we just gave- said you- you have your, uh, Conditional
18 Use Permit for two years, and then it expires. Meaning that you, likely, come back,
19 and I'm just trying to anticipate what will be different?

20 COMSTOCK: Yup. I'm- I'm-

21 BAZZOLI: Con- conjecture. A lot- a lot of this is us doing our best, all of us in this room, to try
22 to figure out how- how this plays out. And all of that particular condition, which we
23 don't do a lot, but all that particular condition does is say, hey – we think we're making
24 the right decision, but let's revisit it later and make sure. Or re-verify, that it is working
25 or isn't working.

26 BUSH: Exactly.

1 THOMSON: I'm just trying to anticipate the dynamics in the neighborhood, under those
2 circumstances.

3 BAZZOLI: Well, I- I've mentioned this before and multiple CUPs over the years. Public- public
4 st- the parking on the street: that's- that's first come, first serve. It's- it's not- it's not
5 the person in fro- who lives right behind that section of the house. Um, that's typically
6 who parks there, but that's- that's not a parking spot. So, we can't- can't count that.
7 Um, the snowplow issue: that- that's a valid issue as well. Um, I kind of blame the
8 City a little bit on that, because it sounds like they plow the snow to the one side of
9 the street that you can park. And not to the other side. I- or maybe both ways. But-
10 but, and- and I've done the same thing. I live across the street from a park and I'm on
11 a snow route as well. So, I have to move the snow. Um, there is parking on both sides
12 of my street, however there's a park on the other side of my street. So, I actually
13 shovel the snow by hand to the other side of the street, where no one parks anyway.
14 But, um, that- that's just kind of the thing about neighborhoods. They're all different,
15 um, but this one obviously is kind of single loaded. So, to speak. Um, which to me
16 would kind of validate that we kind of put the monkey on the back of the Applicant a
17 little bit to provide a- an additional parking stall, specifically if they're still there at
18 the time. I was- I was thinking if the Applicant wasn't there at the time the other
19 person was, then that's a spot for a spot. But, it's not. Um-

20 BUSH: Another thing, Tim. Uh, not- not to interrupt you, but another thing Tim is that, um,
21 the Applicant can- said that they have, um, some guidelines that they're going to be
22 imposing on their guests. We don't have copies of those to know what those
23 guidelines might be. Um, and so, um, those guidelines might fit in with the
24 neighborhood very nicely, and there might be issues down the road that we don't
25 know about. That, you know-

26 THOMSON: Right, and then it calls into enforcement and all that, so. Yeah.

1 BAZZOLI: Well and if the Applicant- or if the guests are actually a weekday guest, it's- they're
2 not in town for a weekend game. Um, so, they may not even be- they might be there
3 to stay for the evening, but, chances are they're there for some kind of business and
4 may not be even be there during the daytime. So, they would be like every other
5 resident that's there, that leaves to go to work and comes back. Um, Marshall?

6 COMSTOCK: Well. Joe, I guess I'm prepared to make a motion. Um, and I'm going to premise it
7 on, I guess I'm a realist. Most double car garages you can't fit two cars in, by the time
8 you put a freezer and a workbench and bicycles and...whatever. But, that's just
9 because I'm a realist. So, with that, I would make the motion to approve the
10 Conditional Use Permit with the condition that the parking pad – the driveway –
11 would need to accommodate four vehicles. And...um, and I would- would not put a
12 timeline on coming back to- to renew the Conditional Use Permit. I would just put
13 those conditions on it.

14 BAZZOLI: So, you- you're- you're- you're leaning towards having the front yard wide enough
15 for four stalls?

16 COMSTOCK: Yes. The driveway'd be would be wide enough. And they can stack 'em! You know,
17 two and two. Just so that four vehicles–

18 BAZZOLI: Tandem- tandem parking?

19 COMSTOCK: Yeah, four vehicles can- the driveway area can accommodate four vehicles. And I'm
20 not going to tell the Applicant how he has to do it.

21 BAZZOLI: Right.

22 HENNRICH: So, I will say that the- that the driveway itself usually accommodates two vehicles.
23 Um, anything past the sidewalk- sidewalk is actually public right of way and wouldn't
24 be allowed for parking.

25 COMSTOCK: Right. Right, but isn't there twenty-five feet from the sidewalk to that garage?

26 HENNRICH: Ye- I'm not entirely sure of the setback, I think the site plan-

1 COMSTOCK: Approximately?

2 HENNRICH: -may show the that.

3 COMSTOCK: Yeah.

4 HENNRICH: Um, but each parking stall- the standard required parking stall is 20 feet by 9 feet.

5 Um, so it really can only accommodate two cars within that driveway space. Um, so

6 i-

7 COMSTOCK: That's why I suggested that they widen the driveway space.

8 HENNRICH: It- the other- the other issue with that is that the City standard for a driveway width,

9 um, is typically 20 feet wide. I think Engineering can approve up to a 30 inch- or a

10 30-foot approach. Um, so it presents some challenges there.

11 COMSTOCK: But you realize these are rolled curbs. And they're not drop-curbs.

12 HENNRICH: Right.

13 COMSTOCK: They're rolled curbs and once they...pass the sidewalk, then it's on private property.

14 HENNRICH: Yes.

15 BAZZOLI: True, but if we think in terms of the neighborhood being a residential neighborhood.

16 Um, four parking stall width on the front is a parking lot and that would, in my

17 opinion, become a, um, that's not- that's not the- that's not what-

18 COMSTOCK: Joe, they could-

19 BAZZOLI: -the neighborhood-

20 COMSTOCK: -they could put concrete on all of their lawn if they wanted-

21 BAZZOLI: Well, they could. And we've had a – we have had a Conditional Use Permit based on

22 that very thing.

23 COMSTOCK: Yeah.

24 BAZZOLI: But, in terms of just the...the- the neighborhood itself, the look of the aesthetic of the

25 neighborhood. That's- that would be interjecting something different. That would be

26 out of character. Let me use- let me use a term that- that's in our seven areas-

1 COMSTOCK: They could- they could do without asking anybody's permission.

2 BAZZOLI: That they could. And that's what happened...the last time.

3 THOMSON: But they're asking us for our permission now.

4 COMSTOCK: Right, yeah. But, if you look at that photograph there, it's already...got gravel on the-

5 on most of the right side, there. So.

6 THOMSON: Well, there's no question about spanning it to the right, I'm just- well, I'd s- but

7 widening the driveway to take over some of the yard seems a little- I mean, I-

8 obviously it can be done, but...

9 COMSTOCK: Yeah, well.

10 BAZZOLI: I think, yeah-

11 COMSTOCK: I'm not going to design it.

12 BAZZOLI: Me neither. But- but, you could easily get three cars parked in there, side by side,

13 between the retaining wall and the sidewalk, without going further than that. I don't

14 know that a person could get four. That would become- especially without a- a wider

15 curb-cut. Um, but again, we're not here to design it for them. So. That said, um, I'd

16 entertain a motion? Can't get anywhere without a motion.

17 COMSTOCK: I already made the motion.

18 BUSH: He already made the motion.

19 BAZZOLI: No, you didn't.

20 COMSTOCK: Yes, I did. Approve it with conditions.

21 BAZZOLI: Oh. I'm sorry, you did. But I didn't hear your conditions.

22 COMSTOCK: That they accommodate, um-

23 BAZZOLI: Four?

24 COMSTOCK: -four.

25 BAZZOLI: K.

1 HENNRICH: So, your motion would be to approve it with a condition that there are six parking
2 spaces- parking stalls provided?
3 COMSTOCK: Well...
4 THOMSON: Because there's two in the garage.
5 COMSTOCK: If- if you can consider, maybe two in the garage.
6 THOMSON: City does, I guess.
7 HENNRICH: Yes.
8 BAZZOLI: It does. So, to clarify the motion: it's- it's to approve this with one condition: to add
9 four on-site parking stalls, in addition to the two garage stalls. And, no time. We'r-
10 COMSTOCK: Yeah, no time. It's- it's just- they don't need to come back and reapply.
11 BAZZOLI: K. So, I have a motion: do I hear a second?
12 BUSH: I'll second that motion.
13 BAZZOLI: K. I have a motion; I have a second. So, we'll-we'll go down the line- actually we'll
14 start with you, since you seconded the motion. Steve?
15 BUSH: Aye.
16 BAZZOLI: Marshall?
17 COMSTOCK: Aye.
18 BAZZOLI: Tim?
19 THOMSON: Aye.
20 BAZZOLI: Jerry? And, I'm a no as well but that's still three to two. And so, the motion passes.
21 COMSTOCK: Well, you might ask for additional comment on- on their- you voted no, Jerry?
22 SCHUTZ: I voted no.
23 COMSTOCK: I'd- I'd love to hear Jerry's comment.
24 SCHUTZ: I've got two. Um...Rolling Hills 7, Rolling Hills 5, Rolling Hills 6; were all single-
25 family homes. Um, if you get out to...the Harrison area, those are all R-3s. They're
26 supposed to be multi-family. Um, in a configuration in the neighborhood, I just have

1 a problem dropping an ABn- an Airbnb in this one. I mean, or- or rental- rental
2 bedrooms, even though it's only two bedrooms. He does it, the neighbor does it, the
3 next neighbor does it. We already have a parking problem in Moscow because
4 Moscow doesn't think that we have cars. Um, we had that same problem on Vandal
5 Drive. When all of the sudden we have six people living in there and each one of those
6 people have six cars. Um, I understand that the Applicant is saying that, um, they're
7 only going to rent it during the week because they have weekend family gatherings.
8 Again, there's no guarantee that's going to happen. If they rent it out on a weekend,
9 the family just doesn't come, or if the family does come, you know, they're at a game
10 or- or something else. And again, I just have a parking problem issue, because I'm not
11 a person who likes the street parking for any house. I mean, street parking is designed
12 for visitors that are there for short term. We've already had the neighbors saying that
13 it's permanent parking for, you know, for each of the- the families. So, I just don't see
14 this in character with the neighborhood. And so that's really where I'm having the-
15 the biggest heartburn. Um-

16 COMSTOCK: Aimee, how many-

17 SCHUTZ: -if they were-

18 COMSTOCK: -how many-

19 SCHUTZ: -now, if- if- I would entertain if you were to s- to timeline it so that within 12 months
20 or 24 months, they were to come back to renew the CUP and the neighborhood hadn't
21 been adversely affected. I would be more inclined to approve that because then I
22 would be able to look at it in a further out horizon. To say, yeah okay it isn't as bad
23 as it could be but being the- being the person who- I mean, I- I tend to be an optimist,
24 but in this point, like you, I'm a realist. And once you give a little, you're going to
25 take some more.

1 COMSTOCK: Well, Aimee, could you- you, um, tell us approximately how many bed and breakfasts,
2 or similar situations, are in the Rolling Hills area? That- that we've given Conditional
3 Use Permits to?

4 HENNRICH: I- I can't recall any in the Rolling Hills neighborhood, um, that have been- that have
5 gone through the Conditional Use Permit application process. I can't say that there
6 aren't any. Um, we don't typically go out and look for ones that are violating zoning
7 code, but if there's a complaint made then we'll-we'll follow up. Um, I will say that
8 there are residential short-term rentals permitted by right, because it does not require
9 this Conditional Use Permit process. Um, and so, I'm- I'm quite certain that there are
10 many of those throughout town. Um, but specifically bed and breakfasts, um,
11 Conditional Use Permits in the last, at least 3 years, I don't know of any in this
12 neighborhood.

13 COMSTOCK: K, thanks Aimee.

14 HENNRICH: Sure.

15 COMSTOCK: So, Joe, you didn't vote.

16 BAZZOLI: Um, two reasons. The- the second, third, and fourth of our seven Conditional Use
17 requirements really kind of addressed the parking. And, I- I- I was kind of hoping
18 someone would- would add a time frame to come back and revisit it because, like I
19 said, we're- we're trying to make the right decision, but we don't know for sure. But
20 our- our fourth- our fourth criteria is, "-the location, design, and size of the proposed
21 use will or will not be adequately served by existing streets, public facilities, and
22 services." If you could park on both sides of this street, this is a Bnb like all the others
23 that we've had over the past several years and I would have had no issue with it at all.
24 And so- but- but the surrounding neighbors...don't even have a chance to park on that
25 side of the street, because they can't. Um, and of course this time of year, snow is on
26 our minds. If this was summertime, it would be less of a concern, but- but it is and the

1 trash cans have to go somewhere. Um, and so, because of that, I think it's a valid use.
2 It- it meets the other criteria. Um, but without us adding the extra parking, I think one
3 for one guest, I don't think two is- I think two is excessive, and then would become
4 out of, um, it- it wouldn't meet the look of- of the surroundings. So, I think that- that's
5 excessive. And how they do it, um, if we don't have a timeframe to come back, um,
6 the neighbors may hate four parking stalls across the street from them. I- I don't know
7 the answer to that. And so, basically because of- of Criteria 4, I- that's why I
8 disagreed. But, Aimee, we- we have a motion; it's passed. Um, 3-2, unless one of the
9 three of you are changing your mind? I don't- it is what it is, correct?

10 THOMSON: Well, the issue is parking. And Marshall's- Marshall's, um, motion addresses that. So
11 that's- I don't particularly- I'm trying to visualize how this is going to look and it
12 doesn't seem to be very attractive to me, but it doesn't make any difference how I feel
13 about that. The fact is, the motion addresses the- the issue that seems to be the biggest
14 complaint by the neighbors.

15 COMSTOCK: Yup. My- my concern is, like Cade living across the street there, you know, that he
16 can't hardly back out sometimes. And the snow removal is a big deal and I mean, we
17 can't tell people they can't park on the street, but if we accommodate a place for
18 people to get off the street. Or if the- if the Applicant could politely ask their renters,
19 could you please park here. Um, then that helps, with- with the problem.

20 BUSH: And that's why, I'm kind of leaning towards having some kind of a time frame, so
21 that, um, once you get the SUP, then they- then they're out the door and they're gone
22 and they don't have any timeframe they have to come back and it's the done deal.
23 Um, and, uh, does it- one question they don't have is does it run with the land? And
24 so, if they sell the property, does the SUP automatically run with the land and-

25 BAZZOLI: No-

26 BUSH: -and to the next-

1 BAZZOLI: No. That- that I know. We've had that issue. That issue's-

2 BUSH: So-

3 BAZZOLI: -come up before. So, as soon as that Applicant sells their house, this CUP st-

4 COMSTOCK: I- I would disagree. I live in an R-2 neighborhood and I can accommodate eight

5 vehicles at my house. So, it's an R-2 neighborhood. The next-door neighbor to me is

6 in an R-2 neighborhood: he can accommodate six vehicles on his front. So, just

7 because it's an R-2 doesn't mean that they can't utilize the space.

8 BAZZOLI: Yeah, I- I wasn't opposed to this because of the zoning. I- I'm- I've got four kids and

9 basically the same street frontage. So, we- we manage. Um, I just...I'm concerned

10 about- well, what I already stated. I- I agree to adding one: I don't agree with adding

11 two. But, that's...

12 BUSH: Yeah, I just think it would be wise to have the SUP to have a timeframe so they could

13 have to come back and readdress the issue as to whether or not they accommodated

14 the parking on the stree- off- off the street and whether or not, um, it- it became-

15 COMSTOCK: If- if they accommodated-

16 BAZZOLI: Aimee

17 COMSTOCK: -the parking of the street with my motion-

18 BAZZOLI: -if-

19 COMSTOCK: -if they didn't, the neighbors have the right to come to the Planning-

20 BAZZOLI: -that's my question-

21 COMSTOCK: -Department and say that they're not following through with the condition.

22 HENNRICH: Yeah, if- if- if you did choose to make that a condition, uh-

23 BAZZOLI: Which we did.

24 HENNRICH: -it would-

25 BAZZOLI: And approved.

26 HENNRICH: -it would be, um-

1 BAZZOLI: Four stalls! In front.

2 HENNRICH: -they would need to provide that parking stall before the- the use could commence. It

3 would be the same as- you know, if you were looking at a different application, where

4 a building was needed to be constructed: they would have to fulfill that ob- that

5 requirement before they could, um. Unless- unless you chose to make a time line, that

6 it must be provided by six- you know, in six months. Um...

7 COMSTOCK: I- I didn't choose to put a timeline on it.

8 BAZZOLI: Right. So, so as I understand it: at this point, this is approved. And they will have to

9 provide four spots for parking, and-

10 THOMSON: Six.

11 HENNRICH: Six.

12 BAZZOLI: Well-

13 COMSTOCK: I'm-

14 BAZZOLI: Four- four outside of the garage.

15 THOMSON: Yeah. Yes.

16 BAZZOLI: So, the two in the garage, cause as you said-

17 COMSTOCK: And they're- and they're many times where they would never be used.

18 BAZZOLI: So, the neighbors would have the repercussion if the four stalls are there, or aren't

19 there, or don't solve the problem: becomes a nuisance, which is one of the things, then

20 they can go to the City and the City could- but-

21 HENNRICH: That becomes a difficult thing. So, actually enforcing that and- and for the City to

22 track: is somebody parking in that spot? Who owns this car and is it associated with

23 this? Would be a very difficult thing to- to follow up on on a regular basis. Um, so

24 that would be- it would be difficult for- for the City to say, yeah, you know, if they're

25 not parking in the driveway, then give us a call and we'll make sure they do that. Um,

26 it would be a violation of the C- of the CUP if the- when- when any- it's the same-

1 same principle as- as the garage. When- when homes are built, and they provide a
2 two-car garage, they are satisfying that parking requirement for that use. Um, as we
3 all know, not many people use their garages for their cars, but they have provided the
4 space. Um, and- and so that's kind of why you see that off s- off s- off-site parking,
5 um, why you often times see people park in- park in that right-of-way. Um, because
6 it's very- it's a very difficult thing to enforce, that somebody actually uses their
7 driveway or actually uses their garage. Um, Zoning code requires that you satisfy a
8 certain amount of spaces per use. Um, this particular use and structure requires three
9 parking stalls. Given that they've shown us that on the site-plan, um, they have that
10 use- that's kind of where we're limited. Um, they can provide the space, but there's
11 no guarantee that they're going to continue using that for parking just as the garage.
12 So. It would put the City in a tricky position, is I guess the short- short response.

13 BAZZOLI: I-

14 COMSTOCK: It's done.

15 BAZZOLI: -I think we're done. I didn't get my way, but we're-

16 THOMSON: We got to-

17 BAZZOLI: -done.

18 THOMSON: -instruct Staff to, uh-

19 BAZZOLI: Yes.

20 THOMSON: -prepare the, uh-

21 HENNRICH: Draft the Relevant Criteria and Standards.

22 THOMSON: With the condition in there, yeah.

23 COMSTOCK: And-

24 HENNRICH: With the condition-

25 COMSTOCK: -and if the Applicant-

26 HENNRICH: -that six parking spaces are provided.

1 COMSTOCK: -chooses to reduce the number of guests that might be there...

2 HENNRICH: They would have to come back and amend the CU.

3 COMSTOCK: They'd have to come back, right. Or if they chose not to...construct the condition,
4 that's- that's their right, too. It doesn't mean they have to do it. It only means you
5 have to do it if you're going to have guests.

6 BAZZOLI: So, I need a motion to direct the Staff to provide a relative criteria and findings of
7 fact?

8 BUSH: I'll make a motion. I'll make a motion that the Staff provide the Relevant Crit- Criteria
9 and Standards for our- for our current hearing.

10 BAZZOLI: Thank you. So, I have a motion: now I have a second?

11 THOMSON: Second.

12 BAZZOLI: I have a motion, I have a second. We'll go down the line again. Steve?

13 BUSH: Aye.

14 BAZZOLI: Marshall?

15 COMSTOCK: Aye.

16 BAZZOLI: Tim?

17 THOMSON: Aye.

18 BAZZOLI: Jerry?

19 SCHUTZ: Aye.

20 BAZZOLI: Aye. So, that's unanimous. So, that's the first one of two. We have two tonight, so.

**BEFORE THE BOARD OF ADJUSTMENT
OF THE CITY OF MOSCOW, COUNTY
OF LATAH, STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A
CONDITIONAL USE PERMIT APPLICATION TO ALLOW A BED AND BREAKFAST INN
WITHIN THE MODERATE DENSITY SINGLE FAMILY RESIDENTIAL (R-2) PER
MOSCOW CITY CODE 4-3-4.**

WHEREAS, the applicant filed an application for a Conditional Use Permit on January 6, 2023; and

WHEREAS, this matter came before the Moscow Board of Adjustment during a duly noticed public hearing on February 7, 2023; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented:

**THE MOSCOW BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW, IDAHO, AFTER
DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:**

I. RELEVANT FACTS AND CONCLUSIONS

1. The Board of Adjustment considered the request pursuant to the City of Moscow Zoning Code, Comprehensive Plan, Moscow City Code, and current adopted street standards.
2. The subject property is located within the Moderate Density Single Family Residential (R-2) Zoning District, where Bed and Breakfast Inns are a conditionally permitted use.
3. All surrounding properties are also located within the R-2 Zone. Surrounding properties to the east, south, and west all consist of single-family dwellings. The property to the north is currently vacant land.
4. The subject property is an 10,963 square foot parcel located on the north side of Itani Drive, west of Ryan Lane.
5. A Bed and Breakfast Inn is defined within Moscow City Code 4-1-6(D)(16), as “Establishments primarily engaged in providing short-term lodging (durations of less than twenty-one (21) consecutive days per guest) for compensation in private homes or accessory buildings where the owner resides upon the property and where breakfast may or may not be provided.”
6. Short term rentals, where the home is not owner occupied, are permitted by right within the City of Moscow.
7. The applicant’s bed and breakfast would be accessed via the main entrance of the home. Guests will have access to two bedrooms and one bathroom. The space to be rented will accommodate no more than 4 adults per stay, primarily on weekdays.

8. The use of a single-family home requires two (2) parking stalls. The use of a bed and breakfast requires .5 parking spaces per bedroom. The total amount of parking required for the property is three (3) stalls.
9. The subject property has a two-car garage as well as a driveway that will provide two (2) additional parking stalls. A total of four (4) parking stalls will be provided on site.
10. Standard parking stall dimensions are nine (9) feet wide by twenty (20) feet long.
11. The subject property has approximately 72 feet of frontage on Itani Drive.
12. Driveway standards for residential use allow for a thirty (30) foot approach.
13. Itani Drive is a 28-foot wide street with a tree lawn and sidewalk on both the north and south sides. On street parking is allowed only on the north side of the street.
14. There was verbal testimony given by four (4) people and one (1) letter that was read into the record in opposition to the proposed Bed and Breakfast. Concerns included parking, snow removal and not wanting the character of the neighborhood to change.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed use (is/is not) a conditionally permitted use within the Zoning District.** The proposal to operate a Bed and Breakfast Inn within an existing single-family residence, for short-term stays is a conditionally permitted use.
2. **The character of the proposed use (will/will not) be in harmony with the neighborhood and surrounding land uses.** The proposed use of a Bed and Breakfast Inn, as presented by the applicant, will be in harmony with the area in which it is located. The Board found that the neighborhoods on street parking would be negatively impacted by the increased use without inclusion of additional on-site spaces.
3. **The proposed use as approved, or as approved with conditions, (will/will not) generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood (including, but not limited to, noise, dust, glare, vibrations, odors, and the like).** The proposed use of a Bed and Breakfast Inn, as presented by the applicant, is not determined to generate nuisances that would be injurious or detrimental to adjoining properties or the neighborhood. This is ensured through the inclusion of additional on-site parking.
4. **The location, design, and size of the proposed use (will/will not) be adequately served by existing streets, public facilities and services.** The proposed use is determined to be a benefit to the public as it provides an alternative option for overnight accommodations for visiting professionals, parents, or alumni when local hotels do not have vacancies, or if guests desire more private and quiet accommodations. The Board found that the use would have a negative impact on the neighborhoods on street parking. This is mitigated with the requirement for additional on-site spaces.

5. **The proposed use (will/will not) endanger the public health or safety if located where proposed.** The proposed use of a Bed and Breakfast Inn will not endanger the public health or safety.
6. **Proposed use (meets/does not meet) all applicable development standards of the Zoning Code.** The proposed use meets all development standards.
7. **The proposed use will not be in conflict with the Comprehensive Plan:** The proposed use is not in conflict with the Comprehensive Plan.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Board of Adjustment approves the application for a Conditional Use Permit for a Bed and Breakfast Inn at 2518 Itani Drive with one condition.

1. The applicant provide four (4) parking stalls on site in addition to the two (2) stalls provided in the garage.

PASSED BY THE BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW this 15 day of FEBRUARY, 2023.



Joe Bazzoli, Chair
Board of Adjustment

NOTICE OF PUBLIC MEETING

Appeal of a Conditional Use Permit at 2518 Itani Dr
Permit Application LUP2023-0003

A public meeting at which you may be present will be conducted before the City Council of the City of Moscow at which time the following proposal will be considered:

The Appeal of a Conditional Use Permit that was approved February 7, 2023 by the Board of Adjustment to allow a Bed and Breakfast Inn at 2518 Itani Dr in the Moderate Density, Single Family Residential Zone (R-2) Zoning District per MCC 4-3-4.

The Council shall not act on an appeal which differs materially from that which was considered by the Board of Adjustment. When considering the merits of an appeal, no additional public testimony or information shall be taken or considered by the Council.

HEARING DATE: Monday, April 17, 2023

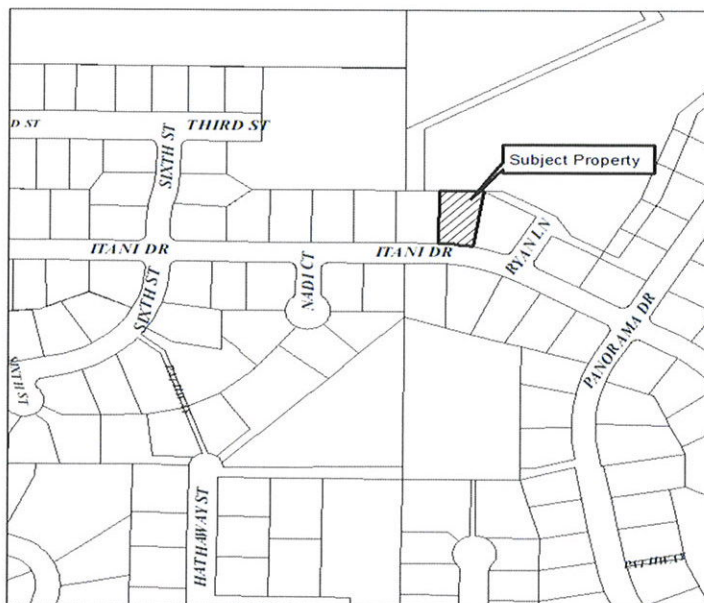
HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00 pm

Note: Meeting start time is not necessarily indicative of hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting.

The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 S Washington Street, Moscow, Idaho. Call 883-7035 for a meeting agenda and further information about the matter.

You may obtain further information about the public hearing process and procedures on the City's Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie Hopkins, Moscow City Clerk


Jennifer R. Fleischman,
Deputy City Clerk

Published: April 1, 2023

Aimee Hennrich

From: John Wright <john.h.wright@outlook.com>
Sent: Thursday, February 23, 2023 12:59 PM
To: Aimee Hennrich
Subject: Appeal of Condition for Approved Conditional Use Permit: 2518 Itani Dr

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

WHAT:

We are appealing for the overturn of the Board of Adjustment's sole condition placed upon the approved conditional use permit to rent out a room in our family home at 2518 Itani Dr. That condition:

- Ignores the fact that the home already **exceeds all minimum city requirements**. Where parking is concerned, we already provide four on-premises spaces where code requires three,
- Has the unintended consequence of dramatically **diverging from published city policy** in maintaining the characteristics of individual neighborhoods, which will be the immediate effect of eliminating half of the home's front yard, and
- **Will eliminate a yet to be identified number of on street parking spaces**. Street parking, it should go without saying, is currently available without any strife to the neighborhood.

In seeking the overturn of the condition, we are not seeking any other action by the city council.

JUSTIFICATION:

When we applied for the conditional use permit, we appreciated that the city application sought actual data. We provided that data and in response, **the city confirmed that the home exceeds all minimum requirements for the intended use**. Without minimizing any of the seven criteria utilized by the city to assess citizen requests, we would draw your attention to these two criteria:

City of Moscow Relevant Criteria and Standard #2: The character of the proposed use will be in harmony with the neighborhood and surrounding land uses.

- a) Street Parking: The home already exceeds the city's minimum parking requirement. Code requires three spaces and the home provides four.
- b) For its part, the BOA failed to acknowledge that they considered all the data as evidenced by the fact that there was no public discussion among the BOA members of the impact on the neighborhood from actual businesses operating within our neighborhood. When we submitted the original application for the BOA's consideration, we included a map of those homes which are located within our neighborhood and which indicated where actual businesses are currently operating within those homes. The intent was to suggest existing neighborhood traffic impacts from these versus a car being parked at our home overnight – which is inarguably minimal and is the typical fact for an out-of-town visitor: Park at night and be out-and-about during the day. And, as noted, night parking on our street is routine.
- c) In our presentation to the BOA, we noted that we already have routine family events (not college parties) at our home throughout each and every week with the cars of our four adult children (with 16 grandchildren under the age of 12). The presence of any car on the street will be indistinguishable from the persistent and utterly visible nature of our home's family use.

- d) We noted in our presentation that we are following the legal process to rent out a room, which is not the case with others who rent rooms in our neighborhood, yet there has been no emotional objection to the presence of those illegal rentals and any perceived traffic or impact.
- e) When the facts are ignored, it is not difficult to end up exactly where the BOA has brought us: The BOA's condition requiring additional parking to be made from our front yard will have the unintended consequence of eliminating street parking and non-conforming our home to the neighborhood.
 - The consequence of current on street parking being eliminated by the BOA's condition was not publicly discussed by the BOA in its deliberations.
 - When we expand the driveway, our neighbors will be prohibited from parking on the street in front of our home as that road space will become the entry to our newly expanded driveway. The home will also be visually and negatively non-conformed to the neighborhood.
 - Were we to proceed with the condition, the subsequent and legitimate tension would then become the actual elimination of some number of street parking spaces, the number of which the city cannot factually state at this moment.

How is the elimination of any on street parking a desirable outcome?

Changing the character of the neighborhood and non-conforming our home's appearance is not in keeping with published city policy and goals.

City of Moscow Relevant Criteria and Standard #4: The location, design, and size of the proposed use will be adequately served by existing streets, public facilities and services.

Neighbor comments regarding their concerns about current city snow removal techniques and practices: As was noted in the presentation, we only moved here two years ago. To our knowledge city techniques and practices seem adequate to us. However, the neighbors' complaints about how the city accomplishes snow removal on Itani Drive are not our problem. Such complaints and observations would have been better served if the BOA chair had provided leadership and guided that feedback to the proper city resource to be reviewed.

Neighbor comments regarding the placement of residential trash receptacles on garbage day: While the topic was noted passionately, there was no actual fact presented on this topic. Placement of the containers is a service provider decision and again, not our problem. Our trash receptacles are placed on the street in the identical manner as all the other residents.

That the BOA considered complaints about **the techniques used by the city** for providing services in the issuing of a condition in **Standard #4**, in this instance, is disappointing and wholly inappropriate. But, we understand citizen governance can be a learning process, and this is a great example.

In conclusion, and within the city governance process, we have to date paid \$820 in fees for the privilege of being good citizens, following city code, and asking permission to merely rent a room. We ask you to simply overturn the BOA condition on the approved conditional use permit so that we may proceed.

Respectfully,

John and Candis Wright
2518 Itani Dr
Moscow ID 83843

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 17, 2023



AGENDA ITEM TITLE

Public Hearing: Idaho Community Development Block Grant - Status of Grant Funded Project Activities for Fire Truck Acquisition (ACTION ITEM) - Alisa Anderson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

Brian Nickerson, Fire Chief

DESCRIPTION

In April of 2022, the City of Moscow received an Idaho Community Development Block Grant (ICDBG) in the amount of Three Hundred Thirty-Five Thousand Dollars (\$335,000) from the Idaho Department of Commerce. This funding is allocated to the State of Idaho from the U.S. Department of Housing and Urban Development. The funds are currently being used to purchase a new Pumper Fire Engine for the Moscow Volunteer Fire Department. The hearing will include a review of project activities and accomplishments to date, a summary of all expenditures to date, a general description of remaining work and any changes made to the scope of work, budget, schedule, location or beneficiaries. The grant award and fire engine purchase documents are attached to this report. Verbal and written questions and comments will be accepted at the public hearing.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct a public hearing regarding project activities and accomplishments to date, a summary of all expenditures to date, a general description of remaining work and any changes made to the scope of work, budget, schedule, location or beneficiaries. Accept verbal and written comments and questions at the public hearing.

STAFF RECOMMENDATION

Not Applicable.

OTHER RESOURCES

FISCAL IMPACT

The City has contracted to purchase Pierce Manufacturing Inc. fire apparatus from Hughes Fire Equipment, Inc. utilizing the HGAC FS 12-19 contract one (1) FSI 9VC05, Pierce Saber 4- Door Full Tilt Aluminum Cab, Ford Engine, Aluminum Body, 1250 gpm, mid-mounted Pump, with published and unpublished options including upgrading to the 1,500 GPM Pump configuration for a total purchase in the amount of \$687,081.00 which includes the HGAC processing fee. The City will receive \$335,000 reimbursement of ICDBG funds upon completion of the purchase.

PERSONNEL IMPACT

ATTACHMENTS

1. City of Moscow CDBG Contract - signed
2. ICDBG-22-II-07-PF Award Letter Response Part 2 of 3

IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

CFDA #: 14.228

GRANTEE NAME: City of Moscow
GRANTEE ADDRESS: P.O. Box 9203
Moscow, ID 83843

GRANTEE UEI #: HZ59J892HCC5

PROJECT TITLE: Pumper Fire Engine Procurement
CONTRACT NO.: ICDBG-22-II-07-PF

This Agreement is made pursuant to the Idaho Community Development Block Grant ("ICDBG") Program and is entered into between the Idaho Department of Commerce ("DEPARTMENT") and the City of Moscow ("GRANTEE").

RECITALS

WHEREAS the ICDBG Program assists Idaho counties and cities with the development of needed public facilities or infrastructure;

WHEREAS counties or incorporated cities with typically a population of less than 50,000 are eligible to apply for ICDBG funds; and

WHEREAS eligible activities consist of construction, improvement, or procurement of public facilities or infrastructure ("Project"); and

WHEREAS the DEPARTMENT has determined that GRANTEE qualifies as an eligible applicant and GRANTEE's Project qualifies as an eligible activity.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, and the above recitals which are incorporated herein by this reference, the DEPARTMENT and GRANTEE hereby agree as follows:

- 1. Compliance Requirements:** GRANTEE, sub-recipients, contractors, and subcontractors receiving ICDBG funds agree to comply with all of the following: 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Grant Number B-22-DC-16-0001; the procedures in the DEPARTMENT's ICDBG Application Handbook and the Grant Administration Manual; and the DEPARTMENT's most current consolidated plan. GRANTEE shall also comply with the federal laws and adopted citizen participation plan as certified by the chief elected official on the certification page of the GRANTEE's application.
- 2. ICDBG Maximum Award:** The maximum amount of ICDBG assistance awarded by this Agreement shall not exceed Three Hundred Thirty-Five Thousand Dollars (\$335,000).
- 3. Match:** GRANTEE agrees to provide Three Hundred Eighty-Five Thousand, Five Hundred Eighty-One Dollars (\$385,581) in matching funds for the purposes of completing this Project. In the event costs exceed the total dollars budgeted for the Project, GRANTEE shall be responsible for providing the additional funds needed to complete the Project.
- 4. The Project:** Attachment A, attached hereto and incorporated herein by this reference, contains the Scope of Work and Project Schedule. At a minimum, Attachment A shall consist of the following components:

- a. Supply and Delivery
- b. Grant Administration
- c. Equal Access Actions
- d. National Objective
- e. State Goal
- f. Schedule

5. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE agrees to assume responsibility for the completion of an environmental review process under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the ICDBG Grant Administration Manual. GRANTEE is solely responsible for completing the environmental review process described herein even if GRANTEE chooses to sub-grant the ICDBG funds. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval. GRANTEE acknowledges and understands that the payment of any funds by the DEPARTMENT under this Agreement is conditioned on the DEPARTMENT's determination, in its sole discretion, to proceed with, modify, or cancel the Project based on the results of a subsequent environmental review, and agreement upon and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Agreement.
6. **Mandatory Mitigation Measures:** Not Applicable.
7. **Sub-recipient Agreements:** Not Applicable.
8. **Additional Assurance:** GRANTEE shall remain fully obligated under this Agreement notwithstanding GRANTEE's designation of any third parties for the undertaking of all or any part of the Project that is the subject matter of this Agreement.
9. **Special Conditions:** Not Applicable.
10. **Relationship of Contracting Parties:** GRANTEE agrees that nothing contained in this Agreement shall create or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, or employer-employee relationship. GRANTEE further agrees that nothing contained in this Agreement shall create or be deemed to create a partnership or joint venture between GRANTEE and DEPARTMENT. GRANTEE is solely responsible for the completion of the Project and agrees to complete the Project in accordance with the terms of this Agreement.
11. **Apportionment of Liability:**

The DEPARTMENT and GRANTEE shall be responsible only for the acts, omissions or negligence of such entity's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code section 6-902. Nothing in this Agreement shall extend the tort responsibility or liability of either the DEPARTMENT or GRANTEE beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 *et seq.* Each party shall be responsible for damage to property of the other party caused by its employees in the performance of the Agreement to the extent funds are legally available therefore.

The DEPARTMENT participates in the comprehensive liability plan provided through the Risk Management Program established under Idaho Code section 67-5733 *et seq.* At GRANTEE's request, the DEPARTMENT shall provide confirmation of participation, including evidence of participation in workers' compensation provided by the State Insurance Fund. At the DEPARTMENT's request, GRANTEE shall provide evidence of participation in a self-insurance program or retained liability program or certificates of insurance evidencing liability and property coverage, including workers' compensation coverage.

If a property claim or damage is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

- 12. Period of Performance:** Work on the Project covered by this Agreement began on March 4, 2022 and shall continue as set forth in Attachment A until the Project is completed and closed-out. If GRANTEE has not completed the Project and submitted all ICDBG close-out documents within one (1) year from the 100% Complete date as set forth in Attachment A, all remaining and unexpended ICDBG funds may be retained by the DEPARTMENT.

- 13. Project Budget & Payments:** The Project Budget is attached hereto as Attachment B and incorporated herein by this reference. GRANTEE agrees to adhere to the budget as outlined in Attachment B. ICDBG funds shall not be shifted to new activities or between approved activities without an amendment to both Attachments A and B. The use of ICDBG funds for administrative costs shall not exceed a maximum of 10% of the total ICDBG award.

As the Project progresses, GRANTEE may periodically request grant funds up to 100% of the value of work performed for all items in the ICDBG budget, except for the administration and fire engine line items as provided in the paragraphs below. If the DEPARTMENT is satisfied in its sole discretion with the payment request, the DEPARTMENT may pay the amount requested within thirty (30) days from receipt of the request. GRANTEE shall certify that all work that is billed to the DEPARTMENT is complete at the time of the billing. GRANTEE shall be responsible for any discrepancy or error in billing or documentation.

Payment for all ICDBG fire engine funds may be up to 95% of the total ICDBG fire engine line item as identified in Attachment "B." The remaining 5% of ICDBG fire engine funds shall be released upon the DEPARTMENT's approval of the GRANTEE's certificate of substantial completion and other close-out documents as determined by the DEPARTMENT.

The DEPARTMENT shall retain at a minimum 5% of the ICDBG funds budgeted for administration as identified in Attachment "B" until GRANTEE demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective, achieved certificate of completion, and complied with all ICDBG grant requirements. GRANTEE must submit to the DEPARTMENT all required documentation.

Eligible project costs incurred prior to this Agreement's effective date may be approved at the DEPARTMENT's discretion, but only if the environmental review for that activity has been completed.

- 14. Remedy for Noncompliance:** If the DEPARTMENT determines in its sole discretion that GRANTEE has failed to comply any term or condition of this Agreement, the parties agree that the DEPARTMENT's obligation to make payments under this Agreement is suspended until such noncompliance is resolved to the mutual satisfaction of both parties.

A determination of noncompliance by the DEPARTMENT may occur as a result of, but shall not be limited to, the following events:

- a. Project is abandoned or unreasonably delayed, or is discontinued for a period of thirty (30) consecutive calendar days, without prior written approval from the DEPARTMENT.
- b. GRANTEE fails to cause Project to be completed in accordance with the requirements of this Agreement.
- c. The Project is materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the DEPARTMENT, is not adequately covered by insurance.

- d. The existence of any material or intentional misrepresentations of fact by GRANTEE in any document submitted to the DEPARTMENT in support of the grant or in connection with any of the grant documents.
- e. GRANTEE's failure to furnish to the DEPARTMENT within thirty (30) days and without demand, a true copy of any notice or other document received by or available to GRANTEE disclosing any requirement, deficiency or the violation of any law, regulation or ordinance bearing upon the Project funded by this Agreement.
- f. The Project fails to meet ICDBG requirements as defined by the DEPARTMENT.

15. Contract Amendments: The DEPARTMENT may amend this Agreement on its own initiative or at the request of GRANTEE to reflect changes in the Scope of Work, Project Design or Project Budget. Such changes shall be mutually agreed upon, and evidenced by a written contract amendment. In no case shall the nature or purpose of the Project be amended from what was generally described in the application.

16. Financial and Progress Reports: GRANTEE shall keep books, records, and accounts of all activities related to this Agreement. On each interim request for funds submitted to the DEPARTMENT, GRANTEE shall certify that the information contained in the interim request for funds is true and correct based upon GRANTEE's official accounting records. GRANTEE shall also submit a final financial report that details all costs incurred by budget line according to Attachment "B." This report shall be submitted upon completion of the Project funded by this Agreement.

GRANTEE shall submit progress reports as specified in the DEPARTMENT's Grant Administration Manual. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to the DEPARTMENT at the conclusion of the Project. GRANTEE shall disburse ICDBG funds within 3 to 5 business days of their receipt. GRANTEE may keep up to \$100.00 in interest accrued on ICDBG funds, but shall return any amount in interest over \$100.00 to the DEPARTMENT.

17. Other Items and Documents: GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Agreement within thirty (30) days of the date of the written request.

18. Certified Grant Administrator: The GRANTEE is required to have under contract a Department approved Grant Administrator before expenditure of ICDBG funds. The Grant Administrator is responsible for administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with ICDBG's professional services contract.

19. Insurance During Construction: By executing this Agreement, GRANTEE warrants that contractor(s) or other parties selected to perform construction work on the project shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Agreement, the types of insurance deemed necessary by GRANTEE and the DEPARTMENT for the type and amount of construction described in Attachment "A."

Further, GRANTEE warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

a. Workers' Compensation Insurance and Employer's Liability Insurance:

- | | |
|---------------------------|----------------------------------|
| (1) State: | Statutory Limits |
| (2) Employer's Liability: | \$100,000 per accident |
| | \$500,000 Disease, Policy Limit |
| | \$100,000 Disease, Each Employee |

- b. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:
 - (1) \$1,000,000 Each Occurrence
 - (2) \$1,000,000 Personal Injury
 - (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
 - (4) \$2,000,000 General Aggregate
- c. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: \$1,000,000 Combined Single Limit
- d. Property or Builder's Risk Insurance to include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.
- e. Volunteer Liability Insurance coverage if volunteers are used to do Project work.

GRANTEE shall include these same requirements in contracts with grant sub recipients.

- 20. **Contract Services:** If ICDBG funds will be used for allowable services, GRANTEE shall follow ICDBG procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of contract services.
- 21. **Certification Regarding Debarment:** GRANTEE agrees and certifies to the DEPARTMENT that it will not execute a contract with a party that is identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE further agrees and certifies that GRANTEE is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.
- 22. **Project Signage:** Upon receiving approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until three (3) months after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.
- 23. **Representation and Warranties:** GRANTEE represents, warrants, and agrees that the Project funded by this Agreement, both during construction and at the time of completion, and the contemplated use thereof, shall not violate any applicable zoning or use statute, ICDBG mitigation measure, ordinance, building code, rule, regulation, or any covenant or agreement of record. GRANTEE agrees that it will furnish documentation satisfactory to the DEPARTMENT regarding the representations and warranties made in this Section.

GRANTEE will provide evidence of ownership in the form of fee simple title or long-term lease and right of access or easements for real property on which the project is to be constructed. Clear title to all real property necessary for the successful operation of the facilities shall be guaranteed by the GRANTEE for the useful life of the project.
- 24. **Use of Real Property:** GRANTEE represents and agrees that the purchase of any property and undertakings pursuant to this Agreement are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities. No voluntary or involuntary successor in interest of

GRANTEE shall acquire any rights or powers under this Agreement without prior written consent of the DEPARTMENT.

GRANTEE shall not change the use or planned use of any such property, including the beneficiaries of such use, from that for which the acquisition or improvements were made. If GRANTEE desires to change the use, GRANTEE must submit the request in writing to the DEPARTMENT for prior approval before applying the standards of 24 CFR 570.505. If at any time changes to the use or planned use of such property are made without the DEPARTMENT's prior approval, all ICDBG funds disbursed to GRANTEE under this Agreement shall become due and payable to the DEPARTMENT and, if applicable, the DEPARTMENT shall be excused from making any further disbursements of ICDBG funds under this Agreement.

- 25. Notices:** Any notice given in connection with this Agreement shall be in writing and shall be delivered either by hand to the other party, by certified mail, postage prepaid, return receipt requested, to the addressee provided below or by email transmission to the other party at the email address listed below. Notice shall be deemed delivered immediately upon personal service or email transmission or forty-eight (48) hours after depositing notice or demand in the United States mail. Either party may change its contact information by giving written notice of the change to the other party.

TO: Idaho Department of Commerce
700 West State St
Boise, Idaho 837102
(208) 334-2470
dennis.porter@commerce.idaho.gov
ATTN: Dennis J. Porter

TO: City of Moscow
P.O. Box 9203
Moscow, ID 83843
(208) 883-7018
abettg@ci.moscow.id.us
ATTN: Mayor Arthur Bettge

- 26. Conflict of Interest:** No member, officer, or employee of GRANTEE or its sub-recipients or agents, no member of the governing body where the Project authorized by this Agreement is located, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project funded by this Agreement. The requirements of this Section are to be included in all sub-recipient agreements, subcontracts and assignments.

- 27. Audit and Monitoring:** GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. The audit shall be completed by a certified public accountant during the regular annual audit cycle. Over the term of this Agreement, GRANTEE shall provide the DEPARTMENT with annual audits through the last fiscal year grant funds are expended.

The DEPARTMENT may monitor and make periodic inspections and evaluations of the Project funded by this Agreement, and any books, accounts, reports, files, and other papers and records pertaining to the Project. GRANTEE shall make its books, accounts, reports, files, and other records available to the DEPARTMENT during regular working hours. GRANTEE shall maintain these books, accounts, reports, files, and other records for at five (5) years following closeout of the Project.

In the event GRANTEE provides any portion of its ICDBG funds in any fiscal year to a sub-recipient, GRANTEE shall require the sub-recipient to comply with the audit and monitoring requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. GRANTEE shall be responsible for monitoring sub-recipient compliance with all federal and state laws, rules, regulations, and ordinances including the audit requirements of this Section.

GRANTEE agrees that HUD Representatives, the Inspector General, or the General Accounting Office shall also have access to all books, accounts, reports, files, and other papers or property pertaining to the Project funded by this Agreement.

28. **Program Income:** If the GRANTEE or its sub-recipient receives program income as defined by 24 CFR 570.489 (e) as a result of expending ICDBG funds, the DEPARTMENT will require that the GRANTEE commit to a program income reuse plan with the DEPARTMENT.
29. **Termination:** This Agreement may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Agreement, all accounts and payments will be processed according to the terms of this Agreement for approved Project work rendered to the date of termination.
30. **No Authority to Bind:** GRANTEE has no authority to enter into contracts or agreements on behalf of the DEPARTMENT. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the DEPARTMENT and GRANTEE in any respect.
31. **Assignment:** GRANTEE may not assign its rights or delegate its duties, in whole or in part, without the prior written consent of the other.
32. **Waiver:** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
33. **Entire agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the DEPARTMENT and GRANTEE.
34. **Officials, Agents and Employees of Department Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the DEPARTMENT be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the DEPARTMENT shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.
35. **Applicable Law:** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.
36. **Jurisdiction and Venue:** The parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.
37. **Headings:** The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.
38. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
39. **Sovereign Immunity:** Nothing in this Agreement shall be construed as a waiver of the DEPARTMENT's or State of Idaho's sovereign immunity, which immunity is hereby expressly reserved.

APPROVED:

STATE OF IDAHO
Department of Commerce

CITY OF MOSCOW

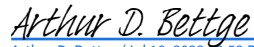


Thomas F. Kealey (Jul 18, 2022 15:26 MDT)

Thomas F. Kealey
Director

07/18/2022

Date



Arthur D. Bettge (Jul 18, 2022 15:52 PDT)

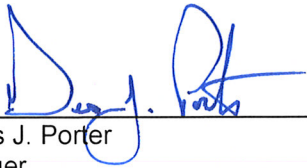
Arthur D. Bettge
Mayor

07/18/2022

Date

For Internal Use of the Department

Reviewed by:



Dennis J. Porter
Manager

6/17/2022

Date



VaLinda Torres
Financial Specialist

6/21/22

Date

ATTACHMENT A

Pumper Fire Engine Procurement Project

- A. Supply & Delivery Scope of Work** – Procurement of a new pumper fire engine.
- B. Grant Administration** – Professional services necessary to design and administer the fire engine procurement and the GRANTEE's plans in accordance with applicable regulations.
- C. Equal Access Planning**
- 1) **Furthering Fair Housing Actions** – To affirmatively further fair housing the GRANTEE needs to:
 - designate a fair housing resource person,
 - conduct a fair housing assessment,
 - proclaim April as fair housing month, and
 - publicly display fair housing information.
 - 2) **504 Accessibility and Transition Actions** – The GRANTEE needs to:
 - update its 2014 504/ADA Transition Plan, and
 - adopt (if necessary) publish and post its Notice Under the Americans with Disabilities Act.
 - 3) **Limited English Proficiency (LEP) Four Factor Analysis** – The GRANTEE should continue to implement the action items and activities as determined by its LEP four factor analysis, dated February 23, 2018.
- D. National Objective** – Low to Moderate Income Area Benefit (Census)
Population to Benefit: 21,415
Low to Moderate Person to benefit: 11,590
Low to Moderate Percentage – 55.8%
- E. State Goal** – Public Facilities / Infrastructure - New Procurement
- F. Schedule**
- | | |
|---------------------------------------|---------------|
| Environmental Release | Complete |
| Fire Engine Procurement Approval | Complete |
| Fire Engine Contract Executed | Complete |
| Second Public Hearing | February 2023 |
| Fire Engine Acquisition 100% Complete | October 2023 |
| Fire Engine Delivery | October 2023 |
| Update Fair Housing Plan | April 2023 |
| Update 504 Review and Transition Plan | April 2023 |
| LEP Four Factor Analysis | Complete |
| Closeout | January 2024 |

ATTACHMENT B**Budget**

Grantee: City of Moscow

Project No.: ICDBG-22-II-07-PF

Project: Pumper Fire Engine Procurement

LINE ITEMS	AMOUNTS			
	ICDBG Grant	City Cash	City In-Kind	Total
Administrative Expenses			\$33,500	\$33,500
Supply & Delivery – fire engine	\$335,000	\$352,081		\$687,081
Total Costs	\$335,000	\$352,081	\$33,500	\$720,581

City of Moscow, Idaho

ICDBG-22-II-07-PF

Fire Pumper

Purchase Documentation



Legal
Department

Mia Bautista
City Attorney

Liz Warner
Prosecuting Attorney

206 E 3rd Street
P.O. Box 9203
Moscow ID 83843
Business (208) 883-7003
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019
City Hall (208) 883-7000

Arthur D Bettge
Mayor

Bill Belknap
City Supervisor



100% Recycled Paper
50% Recycled Ink

April 27, 2022

J. Anthony Tenne
Senior Community Development Specialist
Idaho Department of Commerce
700 West State Street, 2nd Floor
P.O. Box 83720
Boise, ID 83720-0093

Re: Procurement of a Fire Engine from H-GAC Cooperative Purchasing Program

Dear Mr. Tenne:

The City of Moscow's Fleet Department began working with the Houston-Galveston Area Council of Governments (H-GAC) in early 2017 in order to replace three fire engines. In April of 2017 the City became a member of the H-GAC's Cooperative Purchasing Program, known as HGACBuy by completing an application and executing an Interlocal Contract for Cooperative Purchasing to become an End User to purchase directly from a HGACBuy Contractor. The City continues to be a member of the H-GAC's Cooperative Purchasing Program. Recently, through the H-GAC program, the City received a quote and entered into a contract with Hughes Fire Equipment, Inc., utilizing HGAC FS12-19 contract to purchase one FS19VC05, Pierce Saber 4-door Full Tilt Aluminum Cab, Ford Engine, Aluminum Body, 1250-gpm, mid-mounted pump, with published and unpublished options including upgrading to the 1,500 GPM Pump Configuration for a total purchase in the amount of \$687,081.00 which includes the HGAC processing fee.

City staff performed a careful review of the H-GAC program prior to the purchase of the Pierce Saber fire engine through Hughes Fire Equipment, Inc. and determined the program meets all the requirements of a "Title 67, State Government Affairs, Chapter 29, Purchasing by Political Subdivisions 67-2807, Joint Purchasing Agreements – Not-for-Profit Associations."

On behalf of the City, I want to thank the Idaho Department of Commerce for assisting with the purchase of an emergency services vehicle to protect the lives and well-being of Moscow citizens.

Sincerely,

Mia Bautista, City Attorney
208.883.7026

mbautista@ci.moscow.id.us



Heart of the Arts

• • • •

Arthur D. Bettge
Mayor

Sandra Kelly
Council President

Maureen Laflin
Council Vice-President

Hailey Lewis
Council Member

Julia Parker
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member

• • • •

Bill Belknap
City Supervisor

• • • •

City of Moscow, City Hall
c/o Bill Belknap, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

• • • •

April 7, 2022

Pierce Manufacturing Inc.
Attn: Mike Dufrane

City of Moscow, Idaho has contracted to purchase a Pierce Manufacturing Inc. fire apparatus from Hughes Fire Equipment, Inc. utilizing the HGAC FS12-19 contract.

One (1) FS19VC05, Pierce Saber 4- Door Full Tilt Aluminum Cab, Ford Engine, Aluminum Body, 1250 gpm, mid-mounted Pump, with published and unpublished options including upgrading to the 1,500 GPM Pump configuration for a total purchase in the amount of \$687,081.00 which includes the HGAC processing fee.

Sincerely,

Tyler Palmer
Deputy City Supervisor Public Works & Services
City of Moscow Public Works

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Hughes Fire Equipment Inc. ("Company"), and City of Moscow, a Municipality ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. **Purpose.** This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. **Term of Agreement.** This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. **Purchase and Payment.** The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$687,081.00 ("Purchase Price"). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. **Future Changes.** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. **Agreement Changes.** The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. **Cancellation/Termination.** In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. **Delivery, Inspection and Acceptance.** (a) **Delivery.** Delivery of the Product is scheduled to be within 13.5 to 17.5 months of the Effective Date of this Agreement, F.O.B. Customer's facility in Moscow, Idaho. Risk of loss shall pass to Customer upon Delivery. Delivery of Product is subject to change pending manufacture's delivery schedule at time of order placement. Notification of change will be sent to Customer's address specified in Section 9 hereof. (b) **Inspection and Acceptance.** Upon

Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company
Hughes Fire Equipment Inc.
910 Shelley Street
Springfield, Oregon 97477

Customer
City of Moscow
206 E Third Street
Moscow, ID 83843

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until

the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.

CUSTOMER: City of Moscow

Name: Rex Hughes

Name: Tyler Palmer

Title: President

Title: Deputy City Supervisor

Date: 04/08/2022

Date: 4/7/2022

Signature: [Signature]

Signature: [Signature]

EXHIBIT A

PURCHASE DETAIL FORM**Hughes Fire Equipment Inc.**Date: 4/7/2022Customer Name: City of Moscow

Quantity	Description	Price per Unit
One (1)	Pierce Saber Pumper AS724	\$703,361.00
Less	Chassis progress payment discount	(9,454.00)
Less	Payment upon completion at factory discount	(6,826.00)
	TOTAL	\$687,081.00

Warranty Period: Standard per HFE Proposal AS724 submitted March 10, 2022Training Requirements: Standard per HFE Proposal AS724 submitted March 10, 2022Other Matters: A performance bond will be provided within thirty (30) days of order placement.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A chassis progress payment in the amount of \$315,130.00 will due three (3) months prior to the ready for pick up from the factory date. An invoice will be provided thirty (30) days prior to the due date. If payment is not made at this time \$9,454.00 will be added to the final invoice. Final payment, including any changes made during the manufacturing process, is due upon completion, inspection, and acceptance of the apparatus at the factory and prior to the apparatus leaving the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF April 7th, 2022 BETWEEN COMPANY AND CITY OF MOSCOW WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B
WARRANTY

STANDARD PER HFE PROPOSAL AS724 SUBMITTED ON MARCH 10, 2022

EXHIBIT C

COMPANY PROPOSAL

STANDARD PER HFE PROPOSAL AS724 SUBMITTED ON MARCH 10, 2022

Fidelity and Deposit Company of Maryland

HOME OFFICE

3910 KESWICK ROAD

BALTIMORE, MARYLAND 21211

PERFORMANCE AND PAYMENT BOND**KNOW ALL MEN BY THESE PRESENTS, THAT,** Hughes Fire Equipment Inc.

910 Shelley Street, Springfield, OR 97477

Fidelity and Deposit Company of Maryland
 (hereinafter called Principal), as Principal and 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
 a corporation organized and existing under the laws of the State of IL with its principal office in the City of
 Schaumburg, IL, (hereinafter called Surety) as Surety are held and firmly bound unto
 City of Moscow

(hereinafter called the Owner) and to all persons who furnish labor or material directly to the Principal for use in
 the prosecution of the work hereinafter named, in the just and full sum of Seven Hundred Three Thousand
Three Hundred Sixty One Dollars and 00/100 Dollars (\$703,361.00)

to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their
 respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 14th
 day of April, 2022, for One (1) Pierce Saber Pumper

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
 herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal
 shall fully indemnify the Owner from and against any failure on his/her part faithfully to perform the obligations
 imposed upon him/her under the terms of said contract free and clear of all liens arising out of claims for labor
 and material entering into the work, and if the said Principal shall pay all persons who shall have furnished labor
 or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons
 shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject,
 however, to the Owner's priority, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against the Surety on
 this instrument unless the same be brought or instituted and process served upon the Surety within two years
 after completion of the work mentioned in said contract, whether such work be completed by the Principal,
 Surety or Owner; but if there is any maintenance or warranty period provided in the contract for which said
 Surety is liable, an action for such maintenance or warranty may be brought within two years from the expiration
 of said maintenance or warranty period, but not afterwards.

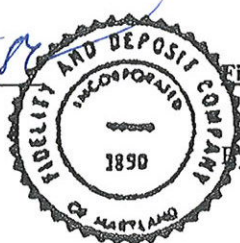
IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument this 15th
 day of April, 2022.

Hughes Fire Equipment Inc.

Beri Taylor
 Witness:

[Signature]
 Principal

[Signature]
 Witness: Cathy Hutson



Fidelity and Deposit Company of Maryland
 Surety

[Signature]
 Sarah E. DeYoung Attorney-In-Fact

Bond Number 9399092

Obligee City of Moscow

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sarah E. DeYoung, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

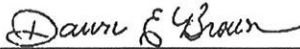
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Robert D. Murray
Vice President



By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of April, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577