Administrative Committee

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

Monday **January 22, 2024**	**4:00 PM**	**Council Chambers** **206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to today's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. **Selection of Chair and Vice Chair (ACTION ITEM)**
   Elect incoming Public Works / Finance Committee Chair and Vice Chair.
   ACTION: Approve Committee Chair and Vice Chair.

2. **Approval of Administrative Committee November 27, 2023 Minutes (ACTION ITEM) - Taylor Riedner**

3. **Pour Company Starkbierfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona**
   Pour Company is hosting Starkbierfest on Saturday, March 2 from 1 to 5 pm on Sixth Street between Deakin Avenue and Asbury Street. This event is the first to utilize this section of Moscow's Entertainment District with the potential to be an annual function. The applicant is the only licensed beer/wine provider and anticipates no more than three food trucks/vendors. Live music is scheduled to be a part of the festivities. In similar fashion to other approved Entertainment District events, alcohol is not permitted outside the approved event footprint, and a check-i.d. station will be utilized for the distribution of wristbands and event containers to participants 21 years of age or older. This event has been reviewed and approved as of December 21, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Starkbierfest 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.
   PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Starkbierfest for the duration of the event; or provide staff with further direction.

4. **Proposed Lot Line Adjustment at 2216 S Main St (ACTION ITEM) – Aimee Hennrich**
   The applicants are requesting a lot line adjustment between three parcels located at 2216 S Main Street. Parcel one is currently 2.02 acres in size, parcel two is 0.74 acres, and parcel three is 4.65 acres. As a result of the lot line adjustment, parcel one would decrease in size to 1.29 acres, parcel

two would increase to 2.57 acres, and parcel three would decrease to 3.55 acres. The applicant is requesting the lot line adjustment to allow for the sale of a portion of the property. Parcel one is currently vacant land, parcel two is comprised of two buildings which contain various commercial uses including an automotive repair business, and parcel three is vacant land. The subject properties are located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. Additionally, every lot shall abut a public street right-of-way for a minimum distance of 40 feet. All of the proposed lots meet this requirement.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff with further direction.

5. **Sourcewell Cooperative Purchasing Program Participation Agreement (ACTION ITEM) - Bill Belknap**

   Idaho Code § 67-2807 authorizes political subdivisions of the State of Idaho to participate in cooperative purchasing agreements with the State of Idaho, other Idaho political subdivisions, other government entities, or associations thereof with the approval of its governing board. Sourcewell is a cooperative purchasing organization that conducts public competitive procurement and provides an efficient means of procuring certain goods and services. The City has previously participated in the program and purchased various equipment and heavy vehicles through the program. The City desires to continue to participate in the Sourcewell program and is seeking Council approval to execute a new Cooperative Purchasing Program Participation Agreement.

   PROPOSED ACTIONS: Recommend approval of the Cooperative Purchasing Program Participation Agreement and authorize the Mayor's signature thereon through the proposed resolution; or provide staff further direction.

6. **CCTV (Closed Circuit Television) Transporter Inspection Equipment Contract (ACTION ITEM) – Evan Timar / Steve Schulte.**

   The City utilizes Closed Circuit Television (CCTV) equipment to perform inspections of the City's sanitary and storm sewer systems. The City's CCTV equipment is reaching its end of life and needs replacement. The City is proposing to purchase the replacement CCTV equipment through the Sourcewell program, which is a cooperative procurement program that conducts competitive bidding that member public agencies can utilize in compliance with State of Idaho procurement requirements. The proposed purchase agreement includes the replacement of all necessary CCTV equipment within our camera inspection van and includes an additional portable inspection unit. This equipment provides a streamlined approach to keeping our sanitary sewer and storm drain systems inspected and functional with the most modern and accurate inspection technology available. With updated transporter inspection equipment, the City will eliminate the guesswork of previously inaccessible pipelines, which will reduce the number of inspection complications and time spent completing field investigation activities. In addition to these savings, the ancillary data supplied by new inspection equipment will provide operations with information that can help optimize sewer and storm system conveyance, customer service, and help maintain a proactive approach to improving sanitary and storm system monitoring. The City budgeted a total of $215,000 for sewer inspection equipment and $108,000 for stormwater inspection equipment in the FY2024 budget. Updated quotes were received for both sewer and stormwater on January 10, 2024. The contract prices are $205,571.88 for sewer, and $113,424.46 for stormwater.

   PROPOSED ACTIONS: Recommend acceptance of the quotes provided by MetroQuip through the Sourcewell Cooperative Purchasing Program in the amounts of $205,571.88 for sewer, and

$113,424.46 for stormwater, and the associated Purchase Agreement or provide staff with further direction.

7. **Well 2 and 3 Chlorine Generator Retrofit - Proposal Results & Contract Award (ACTION ITEM) - Scott Bontrager**

   The Well 2 and 3 Chlorine Generator Retrofit project includes the procurement of an on-site sodium hypochlorite generation system (OSHGS) to replace the existing chlorine gas system. The transition from chlorine gas to on-site sodium hypochlorite will dramatically reduce safety-related operational concerns for handling, transporting, and use of the disinfection solution. On-site generation will improve independence for chemical production, and provide stable pricing for solution makeup. The on-site sodium hypochlorite generation system, once procured, will be installed by City staff. The City published a request for proposals on December 23, 2023, with sealed proposals due by 2:00 pm, Tuesday, January 9, 2024. Proposals were opened on January 9, 2024, at which time one (1) proposal was received. The responsive proposal received was submitted by Filtration Technology, Inc. with a bid of $219,250. A proposal analysis letter is included in the Committee packet.

   PROPOSED ACTIONS: Recommend acceptance of the proposal from Filtration Technology, Inc., award the contract in the amount of $219,250.00, and authorize staff approval of change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

8. **Brent Drive Sewer Project - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel**

   This project's scope includes construction of approximately 1300 linear ft of 8" PVC-sewer main, as well as surface restoration of parking lots, streets, and sidewalks. Construction of the sewer main includes new manholes, and connections to existing sewer services. The City advertised for bids on December 9, 2023 & December 16, 2023, and the Engineer's Estimate for construction was $473,225.00. Bids were opened on January 9, 2024, at which four (4) bids were received. The bids ranged from $428,424.00 to $529,865.00. Of those bids, the lowest responsive bid received was submitted by Germer Construction of Moscow, ID with a bid of $428,424.00. A bid tabulation is included in the packet.

   PROPOSED ACTIONS: Recommend acceptance of the bid from Germer Construction, award the contract in the amount of $428,424.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

9. **Police Statewide E-Ticket Equipment Grant Application (ACTION ITEM) - Alisa Anderson / Chris Caylor**

   The Idaho Transportation Department's (ITD) Office of Highway Safety (OHS) receives grant funding from the National Highway Safety Administration (NHTSA). This funding is used to support grant programs and activities identified in the Highway Safety Plan (HSP) to assist local government agencies. The Information System Department is requesting to submit a grant application on behalf of the Moscow Police Department to purchase e-ticketing equipment to replace existing outdated units in nine (9) police vehicles. Total project costs are estimated at $34,000, requiring a 25% match of $8,500 and a grant request of $25,500.

   PROPOSED ACTIONS: Recommend approval to submit a grant application to the Office of Highway Safety for the Statewide E-Ticket Equipment program in an amount not to exceed $26,000, or provide staff further direction.

10. Firehouse Subs Grant Application (ACTION ITEM) - Alisa Anderson / Brian Nickerson

The Moscow Volunteer Fire Department (MVFD) is requesting to submit a grant application to the Firehouse Subs Public Safety Foundation. This Foundation assists first responders and public safety organizations by providing lifesaving equipment and needed resources to help them be better prepared to save lives in the communities they serve. The funding request to Firehouse Subs is for the purchase of new extraction equipment used to cut through tough materials, helping to open tight spaces and provide stabilization. The MVFD is requesting to submit a grant request in an amount not to exceed $27,000. This program does not require a local match.

PROPOSED ACTIONS: Recommend approval for the MVFD to submit a grant application to Firehouse Subs in an amount not to exceed $27,000 for extraction equipment, or provide staff further direction.

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.

Administrative Committee

Regular Meeting
~Minutes~

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Laurie M. Hopkins
City Clerk

208.883.7015

Monday **November 27, 2023**	**4:00 PM**	**Council Chambers** **206 E. Third St.**

The meeting was called to order at 4:00 p.m.
PRESENT: Julia Parker, Sandra Kelly, Gina Taruscio
OTHERS:
STAFF: Bill Belknap, Tyler Palmer, Cody Riddle, Sarah Banks, Mia Bautista, Taylor Riedner

REGULAR AGENDA

1. **Approval of Administrative Committee October 23, 2023 Minutes (ACTION ITEM) - Taylor Riedner**

The minutes were approved as presented.

2. **Disbursement Report October 2023 (ACTION ITEM) - Sarah Banks**

   Presentation of the Accounts Payable Report for the month ending October, 2023.

   ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of October, 2023.

Banks introduced the item by highlighting major expenditures including payment 4 and 5 for Lilly Street reconstruction, annual ICRMP premium, and Whitcom quarterly charges. The Lilly Street payments are made monthly until the project is done. Belknap shared that Whitcom should be attending a December council meeting to provide an update report. The Lilly Street reconstruction does not have a defined number of payments, instead payments continue monthly until the project is complete. The Committee recommended approval and that it be placed on the Council consent agenda.

3. **Palouse Basin Aquifer Committee Memorandum of Agreement (ACTION ITEM) - Tyler Palmer**

   The Palouse Basin Aquifer Committee (PBAC) operates under an interagency agreement which expired August, 2023. The Committee has formed a sub-Committee and tasked them with drafting updates to the interagency agreement to better reflect current needs and practices. This Memorandum of Agreement will allow the entities time to draft and review the changes while adhering to the tenets of the previous agreement.

   PROPOSED ACTIONS: Recommend approval of the Memorandum of Agreement for the Palouse Basin Aquifer Committee or provide staff with further direction.

Palmer introduced the item by reflecting on the purpose and goals of PBAC and the intent of the Memorandum. PBAC is an entity to which the City cooperates with regionally on water resource concerns and alternate water supplies. The Memorandum will extend the provisions of the current agreement until August of 2024. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

DRAFT

4. **Sanitation Franchise Fee Amendment Ordinance (ACTION ITEM) - Bill Belknap**

   A recent Idaho Supreme Court decision involving a suit against the City of Lewiston has required the City of Moscow to review and amend our historical financial practices related to transfers from the City's enterprise utility funds to the City's Street Fund to compensate the Street Fund for the impact the City's underground utilities and sanitation vehicles have upon the City's roadways. To compensate for this lost street maintenance funding, Staff is proposing to increase the sanitation franchise fee from the current 5% to 10%, similar to what the City of Lewiston did following the court's decision. The proposed franchise fee increase will not have a direct impact upon current sanitation rates as the increased franchise fee will simply take the place of prior direct fund transfers, and recently the City was able to defer the programmed rate increases for FY2024. Staff have prepared an ordinance to increase the franchise fee for the Council's consideration.

   PROPOSED ACTIONS: Recommend approval of the proposed ordinance, or provide staff further direction.

Belknap introduced the item as written above. There will be no impact on rate payers with this change. It is unforeseen at this time if there will be any Legislative change to this practice in the near future. The Committee recommended approval and that it be placed on the Council regular agenda.

ADJOURN

The meeting adjourned at 4:10 p.m.

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 22, 2024

AGENDA ITEM TITLE

Pour Company Starkbierfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

Pour Company is hosting Starkbierfest on Saturday, March 2 from 1 to 5 pm on Sixth Street between Deakin Avenue and Asbury Street. This event is the first to utilize this section of Moscow's Entertainment District with the potential to be an annual function. The applicant is the only licensed beer/wine provider and anticipates no more than three food trucks/vendors. Live music is scheduled to be a part of the festivities. In similar fashion to other approved Entertainment District events, alcohol is not permitted outside the approved event footprint, and a check-i.d. station will be utilized for the distribution of wristbands and event containers to participants 21 years of age or older.

This event has been reviewed and approved as of December 21, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Starkbierfest 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

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Starkbierfest for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024_Beer-Wine_Entertainment District_Pour Co. Starkbierfest_final

RESOLUTION NO. 2024-

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") with Council approval; and

WHEREAS, Pour Company LLC (hereinafter "the Event Sponsor") desires to have its sponsored event, Pour Co. Starkbierfest (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 promote family and community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prohibit the sale and 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 CONSUMPTION OF BEER AND WINE DURING POUR CO. STARKBIERFEST, MARCH 2, 2024:

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 2nd day of March, 2024, from 1:00 p.m. to 5:00 p.m.

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 alcohol liability insurance or special event insurance in an amount not less than One Million Dollars ($1,000,000) combined single limits. City shall be named as an additional insured on the insurance policy of the licensed vendor.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars ($1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
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 designee to terminate all or part of the Permitted Event.

Vendor:

1. The Event Sponsor shall be the only licensed vendor selling beer and/or wine at the Permitted Event.

2. The Event Sponsor, as the 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 name, address, telephone number, alcohol license permit number of the Event Sponsor, as the licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the Community Events Division no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine.
4. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages during the Permitted Event, unless it is a City sponsored event.
5. The Event Sponsor 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 a central identification checking station where they shall issue one (1) wristband per individual twenty-one (21) years of age or older.
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 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.
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 location, dimension of, and relative distance between the following within The Entertainment District: (a) the beer and/or wine sales area; and (b) the boundaries where the beer and/or wine shall be consumed. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Community Development or designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and 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 include an identification checking station and its general location on Event Site Map.
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, possess, and consume beer and/or wine.
5. All beer and wine shall be dispensed in and consumed from the designated Event containers. Such containers shall be a readily identifiable container not more than twenty ounces (20 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 1:00 p.m. and 5:00 p.m. local time on the 2nd day of March, 2024, during the Permitted Event.
10. Beer and wine shall be consumed only within The Entertainment District between the hours of 1:00 p.m. and 5:00 p.m. local time on the 2nd day of March, 2024, 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 vendor 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 submit to the Community Events Division, within ten (10) days of the event, any remaining required fees 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 right-of-ways 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	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____
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 _____, 2024.

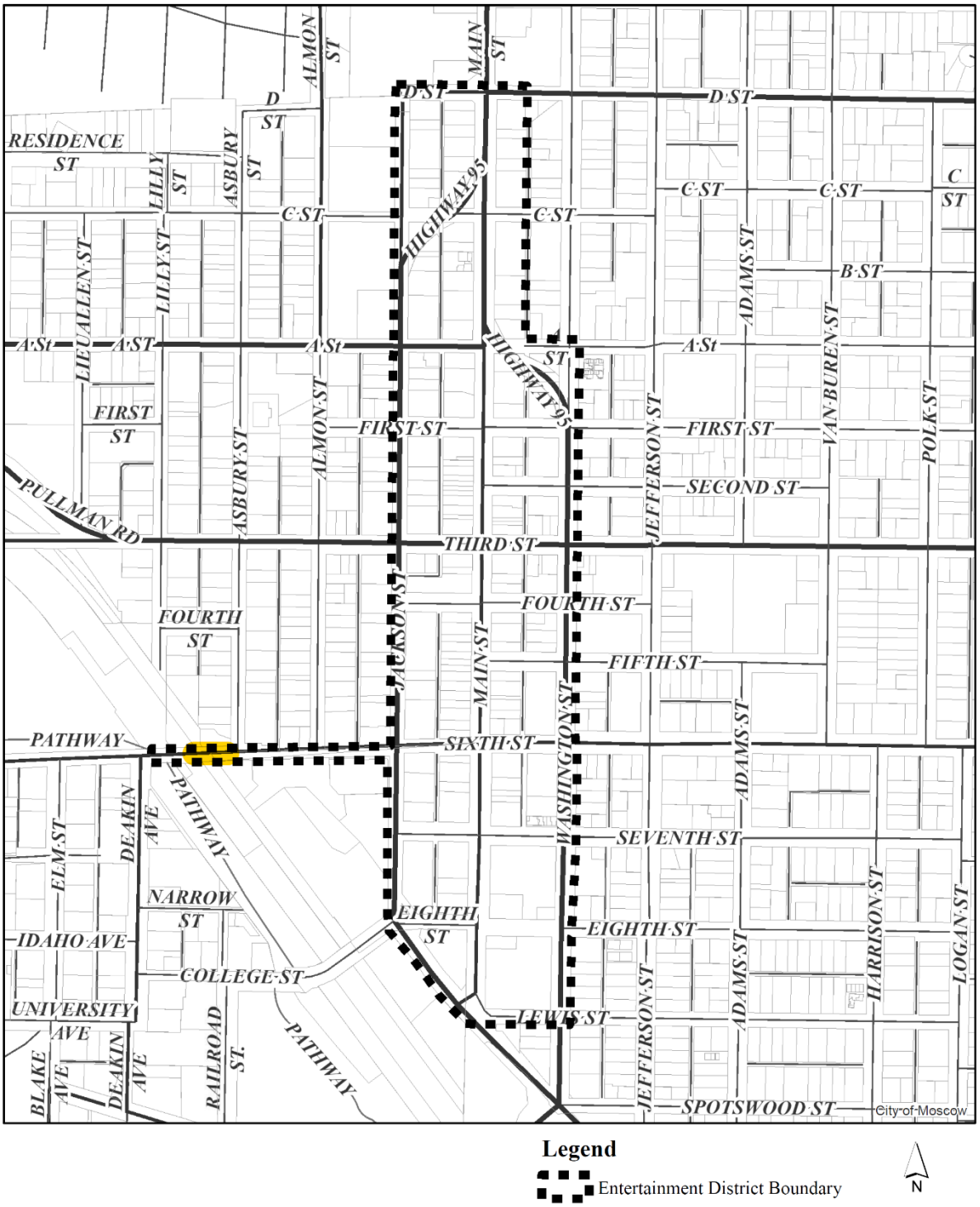
_____
Arthur D. Bettge, Mayor

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 _____ _____, 2024 and attest to the Mayor's signature.

_____
Laurie M. Hopkins, City Clerk

DRAFT

Attachment "A"



Attachment "B"

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 221 East 2nd Street, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to make a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title10, Chapter 17, 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: Pour Company Starkbierfest
2. Event Date(s): March 2, 2024 from 1pm to 5pm
3. Event Location: 6th Street from Taco Time drive through entrance to Deakin Ave
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 Street from Taco Time drive through entrance to Deakin Ave

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.).

6. Street Closure set-up/Load-in time: 12pm Event(s) Start time: 1pm
7. Event(s) End time: 5pm Street Closure take-down/Load-out time: 6pm
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 APRIL 3, 2023 Page 1 of 8

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 will provide trash cans for waste and recycling and remove. There are no public bins in this 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.

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.

We will have a Polka Band with amplified speakers.

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:

We are anticipating 3,000 people coming through the event during open to close. The only vehicles in the foot print will be food trucks.

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.).

No public facilities in this footprint.

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.

The event will include 3 beer locations owned by Pour Company. We will have 3 food trucks in the footprint and a polka band playing German music.

20. Organization Sponsoring Event: Pour Company
21. Organization Address: 402 W 6th St, #102, Moscow, ID 83843
22. Organization Officers/Authorized Representatives: Stefan Yauchzee
23. Individual Responsible for Event Organization: Stefan Yauchzee
24. Individual's Address: 402 W 6th St, #102, Moscow, ID 83843
25. Individual's Day, Message, or Cell Phone Number: 208-596-1710
26. Individual's E-mail: info@pourcompanymoscow.com
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 it will abide by any and all Federal, State, or 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 Federal, State, or City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with said Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he/they and/or any participant is not in compliance with said 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 (1) I have read the foregoing Hold Harmless Agreement, understand it and agree with its contents and conditions; (2) I either have had an opportunity to speak with legal counsel or opted not to seek legal counsel prior to either signing this Agreement or electronically signing this Agreement by selecting the box below; and (3) 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, SPONSOR, certify under penalty of perjury pursuant 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: Stefan Yauchzee **DATE:** 9/19/2023

EVENT SPONSOR ELECTRONIC SIGNATURE:

☑ By checking this box as an electronic signature, **I agree, declare, and certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct. 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 I have authority to bind the group or organization, if applicable, to this Agreement.** I am signing this document utilizing an alternative manner of providing an electric signature through agreeing to and checking the above box and understand this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

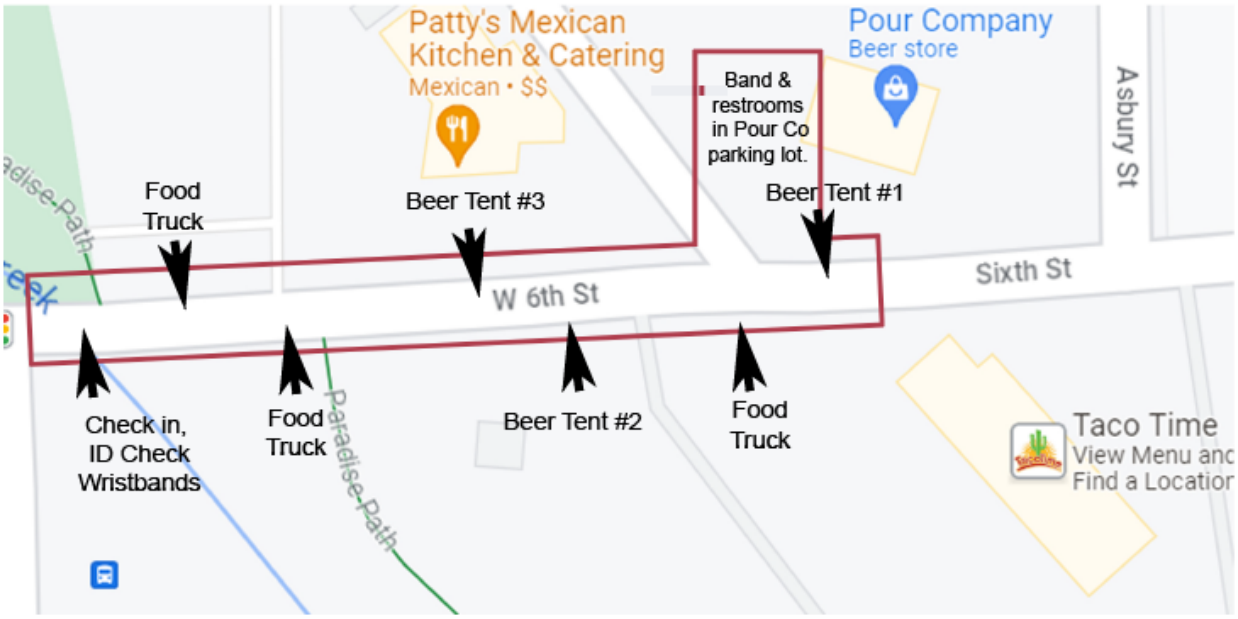
EVENT SPONSOR NON-ELECTRONIC SIGNATURE: _____

(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: 09/21/2023	Fees Due: $237 (includes Alcohol Use fee)	Fees Paid: $100 (Alcohol Use Fee)



All beer stations will be Pour Company owned.Beer tents are 10' x 10'.

150 Ceramic Steins available until sold out. Higher priced ticket.

16oz Aluminum Cups at lower price point.

Blue wristbands with "Pour Company Starkbierfest" printed.

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): 3/2/2024 Begin time: 1pm End time: 5pm

Event Location: 6th Street from Taco Time drive through entrance to Deakin Ave

Amplified Music (DJ, party, etc.) ☒ No ☐ Yes

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: _____
(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: North Polka Extension

Describe the event: German beer fest with music and food trucks.

(use back of this form if more space is needed)

Name of requesting person/Group/Organization: Pour Company

Person responsible for Group or Organization: Stefan Yauchzee

Requesting Person's Address: 402 W 6th St, #102, Moscow, ID 8384

Phone Number: 208-596-1710 Email Address: info@pourcompanymoscow.com
Daytime phone number is required *Permits will be returned by email unless otherwise requested*

Responsible person available **AT AND DURING** this event: Stefan Yauchzee

Cell- or contact-phone during event. 208-596-1710

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: _____ Date: 9/19/2023

◉ APPROVED ○ DENIED

Date permit valid: 3/02/2024 Hours permit valid: 1 pm - 5 pm

Noise level (dba) shall not exceed 85 Dba at ◉ source at ○ property line

Other Conditions: _____

James Fry (Dec 6, 2023 09:56 MST)

Police Chief or Designee (208) 883-7054

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2023

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

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

PRODUCER
Troy Insurance Agency Inc
1822 18th Ave
P.O. Box 796
Lewiston ID 83501

CONTACT NAME: Amanda Nelson
PHONE (A/C, No, Ext): (208) 743-3541 FAX (A/C, No): (208) 743-3542
E-MAIL ADDRESS: amtroy@troyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acuity A Mutual Insurance Co	14184
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pour Company, LLC
402 W 6th St
#102
Moscow ID 83843

COVERAGES CERTIFICATE NUMBER: 23/24 LIAB CERT REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		ZQ0898	02/26/2023	02/26/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ZQ0898	02/26/2023	02/26/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Moscow is included as Additional Insured in regards to the above General Liability policy per form CG-2043R.

CERTIFICATE HOLDER
City of Moscow
206 E 3rd Street
Moscow ID 83843

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

AUTHORIZED REPRESENTATIVE
Ashley Marvin

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Community Events Division Event Application Review

Pour Company Starkbierfest	03/02/2024	1 pm - 5 pm
Event Name	**Date(s)/Time(s)**	

DEPARTMENT/DIVISION DESIGNEE — **EVENT(S) APPROVED/DENIED**

James Fry (Dec 18, 2023 10:00 MST)

Moscow Police Department — Approve ◉ Deny ○

Officer presence required? Yes ○ No ◉ N/A ○ — **Officers available?** Yes ○ No ○ N/A ◉

Dan Ellinwood (Dec 21, 2023 14:54 PST)

Moscow Volunteer Fire Department — Approve ◉ Deny ○

David R. Schott (Dec 19, 2023 09:48 PST)

Parks and Recreation Department — Approve ◉ Deny ○

Kyle Rainer (Dec 15, 2023 14:24 PST)

Community Development-Engineering Division — Approve ◉ Deny ○

Public Works-Environmental Services Division — Approve ◉ Deny ○

Steven Schulte (Dec 18, 2023 07:17 PST)

Public Works-Streets Department — Approve ◉ Deny ○

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? 12 pm - 6 pm (Start / End)

Fees? $97.00 — Daytime ◉ Nightime ○

Laura Perrigo (Dec 18, 2023 16:48 PST)

City Clerk/Deputy 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: Pour Company Starkbierfest **Event Date(s):** 3/2/2024

Event Location: Sixth Street from Taco Time Drive Through to Deakin Ave

Event Start time: 1pm **Event End time:** 5pm

Individual responsible per Event Application/Parks Reservation: Stefan Yauchzee

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.

9/28/23

Signature of Individual responsible for Event ***Date***

Date Received: 9/29/23 Date non-refundable fee paid: 12/29/2024

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 22, 2024

AGENDA ITEM TITLE

Proposed Lot Line Adjustment at 2216 S Main St (ACTION ITEM) – Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicants are requesting a lot line adjustment between three parcels located at 2216 S Main Street. Parcel one is currently 2.02 acres in size, parcel two is 0.74 acres, and parcel three is 4.65 acres. As a result of the lot line adjustment, parcel one would decrease in size to 1.29 acres, parcel two would increase to 2.57 acres, and parcel three would decrease to 3.55 acres. The applicant is requesting the lot line adjustment to allow for the sale of a portion of the property. Parcel one is currently vacant land, parcel two is comprised of two buildings which contain various commercial uses including an automotive repair business, and parcel three is vacant land. The subject properties are located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. Additionally, every lot shall abut a public street right-of-way for a minimum distance of 40 feet. All of the proposed lots meet this requirement.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the lot line adjustment with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Lot Line Adjustment Request Letter
2. Exhibit - Existing Parcel Configuration
3. Existing Parcels Legal Descriptions
4. Exhibit - Proposed Parcel Configuration
5. Proposed Parcels Legal Descriptions

December 11, 2023

Mayor Art Bettge
Moscow City Council Members
206 East Third Street
Moscow, ID 83843

Dear Mr. Mayor and City Council Members:

Please accept this letter as a formal request for a lot line adjustment for a parcel of Tatkinmah, LLC property which is currently pending final annexation on December 18, 2023. We are asking to adjust the boundaries, as shown on the overall annexation plan, to allow a sale of the portion shown on the survey to a new entity Fountains Industrial Park, LLC, Joel Cohen, Managing Member.

Surveys and legal descriptions are attached.

Respectfully submitted,

Tatkinmah, LLC

Steve Fountain, Executor

Ronald Fountain, Executor

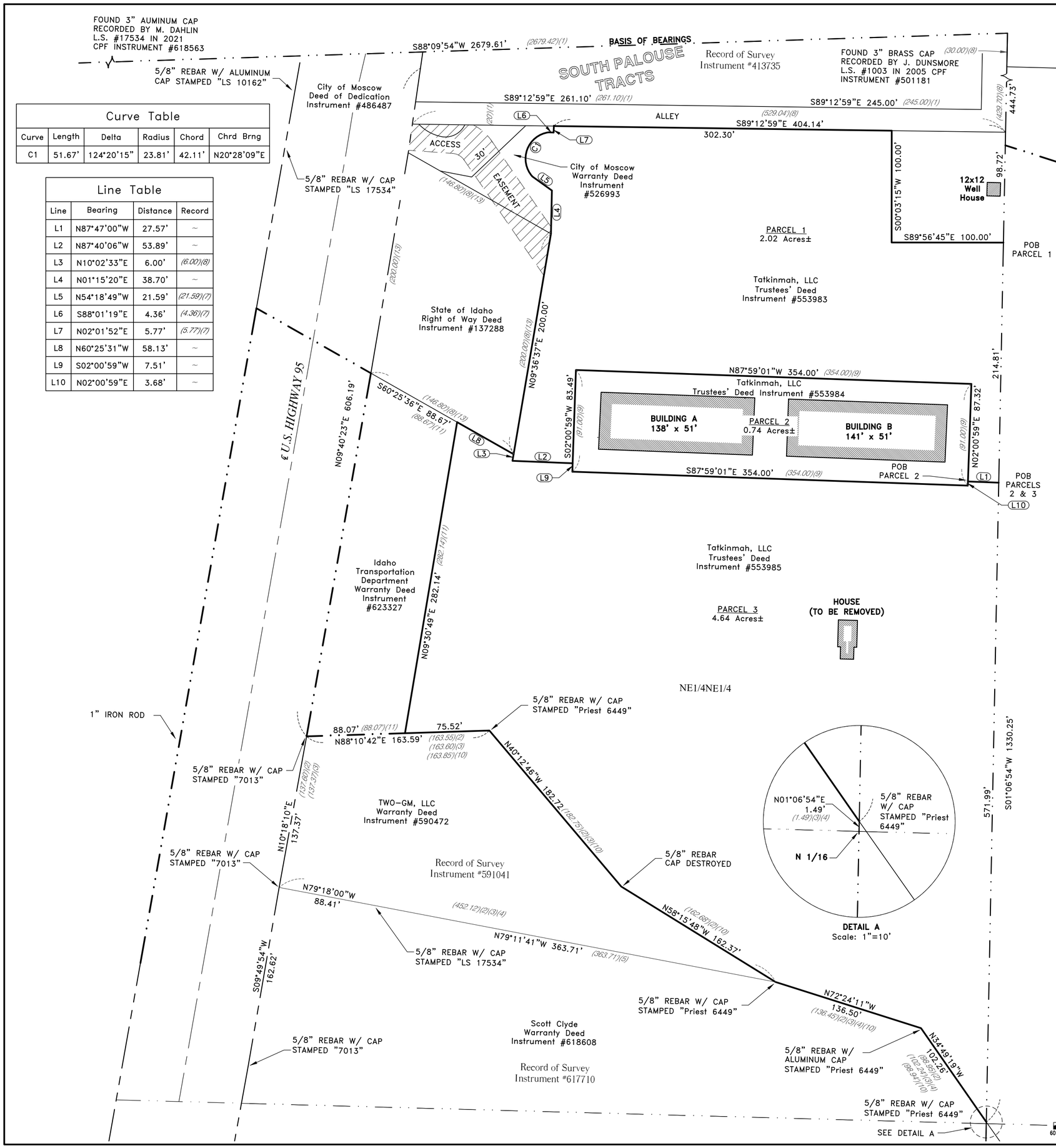
Larson-Fountain Sky Ranch, LLC

Ronald Fountain

Fountains Industrial Park, LLC

Joel Cohen

Section 19, T39N, R5W, BM



Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	51.67'	124°20'15"	23.81'	42.11'	N20°28'09"E

Line Table			
Line	Bearing	Distance	Record
L1	N87°47'00"W	27.57'	~
L2	N87°40'06"W	53.89'	~
L3	N10°02'33"E	6.00'	(6.00)(8)
L4	N01°15'20"E	38.70'	~
L5	N54°18'49"W	21.59'	(21.59)(7)
L6	S88°01'19"E	4.36'	(4.36)(7)
L7	N02°01'52"E	5.77'	(5.77)(7)
L8	N60°25'31"W	58.13'	~
L9	S02°00'59"W	7.51'	~
L10	N02°00'59"E	3.68'	~

Survey References:

1. Record of Survey, Instrument #413735, by L. Hodge, L.E./L.S. #3003.
2. Record of Survey, Instrument #487387, by R. Monson, L.S. #7013.
3. Record of Survey, Instrument #591041, by D. Priest, L.S. #6449.
4. Record of Survey, Instrument #592787, by D. Priest, L.S. #6449.
5. Record of Survey, Instrument #617710, by M. Dahlin, L.S. #17534.
6. Deed of Dedication, Instrument #486487, Fountain Living Trust to City of Moscow.
7. Warranty Deed, Instrument #526993, Fountain Living Trust to City of Moscow.
8. Trustees' Deed, Instrument #553983, Fountain Family Trust to Tatkinmah, LLC.
9. Trustees' Deed, Instrument #553984, Fountain Living trust to Tatkinmah, LLC.
10. Trustees' Deed, Instrument #553985, Fountain Family Trust to Tatkinmah, LLC.
11. Warranty Deed, Instrument #623327, Tatkinmah, LLC and Larson–Fountain Sky Ranch, LLC to Idaho Transportation Department.
12. Highway Survey Federal Aid Project #18–A(2) Sheet 5, 1939.
13. Right of Way Deed, Instrument #137288, Renfrew to State of Idaho.
14. Quit Claim Deed, Instrument #137348, Swanson to State of Idaho.
15. City of Moscow Ordinance 2023–12, Page 8 of 11, Instrument #632430, City of Moscow Corporate Limits.

Surveyor's Certificate

I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Steven Fountain in July 2023.

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found Northeast Corner of Section 19 and the found North Quarter Corner of Section 19, said bearing being S88°09'54"W.

Surveyor Narrative

1. The purpose of this survey was to locate, monument and map the portions of the parcels described in Trustees' Deed, Instrument #553983, and Trustees' Deed, Instrument #553985, within Section 19, and create a new parcel, as shown hereon.
2. The East line of the Northeast Quarter of the Northeast Quarter of Section 19 was located to establish the Basis of Bearings and primary boundary control. The parcels described in Trustees' Deed, Instrument #553983, and Trustees' Deed, Instrument #553985 were rotated to project basis and located accordingly.
3. The monuments shown along U.S. 95 south of the parcel described in Warranty Deed, Instrument #623527 are being used to anchor the location of the highway boundary. Alignments to the north of these monuments were drawn according to record.

Legend

- Found Monument as Described
- Found 5/8" Diameter Rebar
- Record Monument Not Found
- Calculated Position
- POB — Point of Beginning
- (100) — Record Data – See Survey References
- Subject Parcel Boundary Line
- Lot Line
- Section Line
- Section Subdivision Line
- City of Moscow Incorporation Boundary
- Centerline
- Right–of–Way
- Survey Tie Line
- Easement

NO. _____
AT THE REQUEST OF:

DATE & HOUR:

_____ M.
JULIE FRY
LATAH COUNTY RECORDER

FEE $ _____ BY _____

Hodge & Associates, Inc.
Engineers • Planners • Surveyors
P.O. Box 8728
1455 S. Blaine Street
Moscow, Idaho 83843
(208) 882-3520

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
139 West 3rd Street #202 Moscow, Idaho 83843 208.883.5339 rimrockconsulting.net

PROFESSIONAL LAND SURVEYOR LICENSED 17534 STATE OF IDAHO MICHAEL E. DAHLIN

PRELIMINARY NOT FOR RECORDING

Record of Survey for:
Fountain Industrial Park
Moscow Idaho

Drafted by:	BCB
Checked by:	MED
File Name:	4626 BEFORE.dwg
Tab:	PAGE 1
Plot Style	OCE.ctb
Project:	4626 07 2023
Date:	12/28/23

1 of 1

Legal Description for Fountain Industrial Park (Tatkinmah, LLC) Parcels Prior to Lot Line Adjustments, December, 2023 by Hodge and Associates

Three parcels of land located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Parcel 1

That portion of a parcel of land described in Trustees' Deed, Instrument #553983, Latah County Records, lying in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19; thence along the east line of said Section 19, S01°06'54"W, 444.73 feet, to a point on the north line of said parcel, thence continuing along said east line, S01°06'54"W, 98.72 feet to the **Point of Beginning:**

Thence continuing along said east line, S01°06'54"W, 214.81 feet to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;
Thence along said north line, N87°47'00"W, 27.57 feet, to a point on the east line of a parcel described in Trustees' Deed, Instrument #553984, Latah County Records;
Thence along said east line, N02°00'59"E, 87.32 feet to the northeast corner of said parcel;
Thence along the north line of said parcel, N87°59'01"W, 354.00 feet to the northwest corner of said parcel;
Thence along the west line of said parcel, S02°00'59"W, 83.49 feet to a point on the north line of the aforementioned parcel described in Trustees' Deed, Instrument #553985;
Thence along said north line the following two (2) courses:
N87°40'06"W, 53.89 feet;
Thence N10°02'33"E, 6.00 feet, to the southeast corner of a parcel described in Right of Way Deed, Instrument #137288, Latah County Records;
Thence along the east line of said parcel, N09°36'37"E, 200.00 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
Thence along the east line of said parcel the following five (5) courses:
N01°15'20"E, 38.70 feet;
Thence N54°18'49"W, 21.59 feet;
Thence 51.67 feet along a tangent curve to the right, said curve having a Delta = 124°20'15", Radius =23.81 feet, Chord Distance = 42.11 feet, and Chord Bearing = N20°28'09"E;
Thence S88°01'19"E, 4.36 feet;
Thence N02°01'52"E, 5.77 feet, to the northeast corner of said parcel;
Thence along the north line of the aforementioned parcel of land described in Trustees' Deed, Instrument #553983, S89°12'59"E, 302.30 feet;
Thence leaving said north line, S00°03'15"W, 100.00 feet to a point;
Thence S89°56'45"E, 100.00 feet, to the **Point of Beginning**.

SUBJECT TO a nonexclusive easement for ingress and egress, thirty (30) feet in width, over the existing roadway extending from U.S. Highway 95 across a portion of Sections 19 and 20, Township 39 North, Range 5 West.

Parcel contains 2.02 acres, more or less.

Parcel 2

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, and described in Trustees' Deed, Instrument #553984, more particularly described as follows:

Commencing at the Northeast Corner of said Section 19, thence along the east line of said Section 19 S01°06'54"W, 758.26 feet, to a point on the south line of a parcel described in Trustees' Deed, Instrument #553983, Latah County Records, thence along said south line, N87°47'00"W, 27.57 feet, to the **Point of Beginning:**

Thence continuing along said south line the following three (3) courses:

Along a line parallel to the east side of an existing building known as Building B of Fountain Industrial Park, N02°00'59"E, 87.32 feet;

Thence along a line parallel to the north side of the existing buildings known as Building A and said Building B of Fountain Industrial Park, N87°59'01"W, 354.00 feet;

Thence along a line parallel to the west side of said Building A, S02°00'59"W, 83.49 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;

Thence continuing along said north line the following three courses:

Continuing along said line parallel to said Building A, S02°00'59"W, 7.51 feet;

Thence along a line parallel to the south side of said Buildings A and B, S87°59'01"E, 354.00 feet;

Thence along a line parallel to the east side of said Building B, N02°00'59"E, 3.68 feet, to the **Point of Beginning**.

Parcel contains two existing structures known as Building A and Building B of the Fountain Industrial Park.

Parcel contains 0.74 Acres, more or less.

Parcel 3

That portion of a parcel of land described in Trustees' Deed, Instrument #553985, Latah County Records, lying in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19; thence, S01°06'54"W, 758.26 feet, to a point on the south line of a parcel described in Trustees' Deed, Instrument #553983, Latah County Records, and the **Point of Beginning:**

Thence along the east line of said Section 19, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608, Latah County Records;

Thence continuing along said north line the following two (2) courses:

N34°49'19"W, 102.26 feet;

Thence N72°24'11"W, 136.50 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #590472, Latah County Records;

Thence along the north line of said parcel the following three (3) courses:

N58°15'48"W, 162.37;

Thence N40°12'46"W, 182.72 feet;

Thence S88°10'42"W, 75.52 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #623327;

Thence along the east line of said parcel, N09°30'49"E, 282.14 feet, to a point on the south line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;

Thence along said south line, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983, Latah County Records;

Thence along said west line, S10°02'33"W, 6.00 feet, to the southeast corner of said parcel;

Thence along the south line of said parcel, S87°40'06"E, 53.89 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553984;

Thence along said west line, said line being parallel to the west side of an existing building known as Building A of Fountain Industrial Park, S02°00'59"W, 7.51 feet;

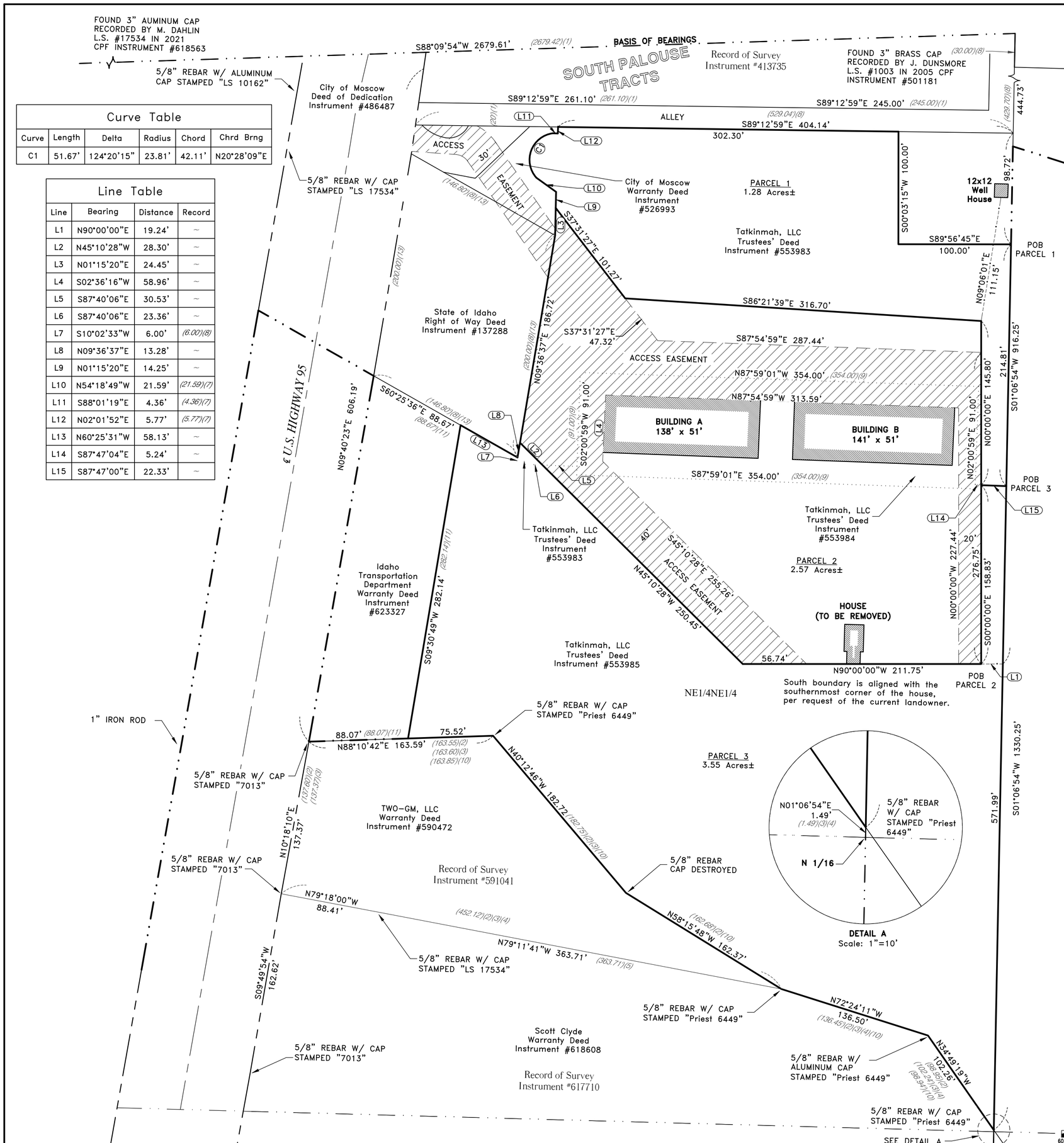
Thence along the south line of said parcel, said line being parallel to the south side of said Building A, and an existing building known as Building B of Fountain Industrial Park, S87°59'01"E, 354.00 feet

Thence along the east line of said parcel, said line being parallel to said Building B, N02°00'59"E, 3.68 feet;

Thence along the south line of the aforementioned parcel described in Trustees' Deed, Instrument #553983, S87°47'00"E, 27.57 feet, to the **Point of Beginning**.

Parcel contains 4.64 acres, more or less.

Section 19, T39N, R5W, BM



Curve Table

Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	51.67'	124°20'15"	23.81'	42.11'	N20°28'09"E

Line Table

Line	Bearing	Distance	Record
L1	N90°00'00"E	19.24'	~
L2	N45°10'28"W	28.30'	~
L3	N01°15'20"E	24.45'	~
L4	S02°36'16"W	58.96'	~
L5	S87°40'06"E	30.53'	~
L6	S87°40'06"E	23.36'	~
L7	S10°02'33"W	6.00'	(6.00)(8)
L8	N09°36'37"E	13.28'	~
L9	N01°15'20"E	14.25'	~
L10	N54°18'49"W	21.59'	(21.59)(7)
L11	S88°01'19"E	4.36'	(4.36)(7)
L12	N02°01'52"E	5.77'	(5.77)(7)
L13	N60°25'31"W	58.13'	~
L14	S87°47'04"E	5.24'	~
L15	S87°47'00"E	22.33'	~

Survey References:

1. Record of Survey, Instrument #413735, by L. Hodge, L.E./L.S. #3003.
2. Record of Survey, Instrument #487387, by R. Monson, L.S. #7013.
3. Record of Survey, Instrument #591041, by D. Priest, L.S. #6449.
4. Record of Survey, Instrument #592787, by D. Priest, L.S. #6449.
5. Record of Survey, Instrument #617710, by M. Dahlin, L.S. #17534.
6. Deed of Dedication, Instrument #486487, Fountain Living Trust to City of Moscow.
7. Warranty Deed, Instrument #526993, Fountain Living Trust to City of Moscow.
8. Trustees' Deed, Instrument #553983, Fountain Family Trust to Tatkinmah, LLC.
9. Trustees' Deed, Instrument #553984, Fountain Living trust to Tatkinmah, LLC.
10. Trustees' Deed, Instrument #553985, Fountain Family Trust to Tatkinmah, LLC.
11. Warranty Deed, Instrument #623327, Tatkinmah, LLC and Larson–Fountain Sky Ranch, LLC to Idaho Transportation Department.
12. Highway Survey Federal Aid Project #18–A(2) Sheet 5, 1939.
13. Right of Way Deed, Instrument #137288, Renfrew to State of Idaho.
14. Quit Claim Deed, Instrument #137348, Swanson to State of Idaho.
15. City of Moscow Ordinance 2023–12, Page 8 of 11, Instrument #632430, City of Moscow Corporate Limits.

Surveyor's Certificate

I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Steven Fountain in July 2023.

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found Northeast Corner of Section 19 and the found North Quarter Corner of Section 19, said bearing being S88°09'54"W.

Surveyor Narrative

1. The purpose of this survey was to locate, monument and map the portions of the parcels described in Trustees' Deed, Instrument #553983, and Trustees' Deed, Instrument #553985, within Section 19, and create a new parcel, as shown hereon.
2. The East line of the Northeast Quarter of the Northeast Quarter of Section 19 was located to establish the Basis of Bearings and primary boundary control. The parcels described in Trustees' Deed, Instrument #553983, and Trustees' Deed, Instrument #553985 were rotated to project basis and located accordingly.
3. The parcel described in Trustees' Deed, Instrument #553984 will be completely incorporated into the new parcel boundary, and made obsolete this survey.
4. The monuments shown along U.S. 95 south of the parcel described in Warranty Deed, Instrument #623527 are being used to anchor the location of the highway boundary. Alignments to the north of these monuments were drawn according to record.

Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Found 5/8" Diameter Rebar
- Set 1/2" Diameter Rebar w/ Plastic Cap Stamped "Easement PLS 17534"
- Record Monument Not Found
- Calculated Position
- POB — Point of Beginning
- (100) — Record Data – See Survey References
- Subject Parcel Boundary Line
- Boundary Line To Be Made Obsolete This Survey
- Lot Line
- Section Line
- Section Subdivision Line
- City of Moscow Incorporation Boundary
- Centerline
- Right–of–Way
- Survey Tie Line
- Easement

NO._____
AT THE REQUEST OF:

_____
DATE & HOUR:

_____ M.
JULIE FRY
LATAH COUNTY RECORDER

FEE $_____ BY_____

Hodge & Associates, Inc.
Professional Land Surveyors
P.O. Box 8728
405 S. Washington Street
Moscow, Idaho 83843
(208) 882-3520

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
139 West 2nd Street #202 Moscow, Idaho 83843 208.883.5339 rimrock@rimrockconsulting.net

PRELIMINARY NOT FOR RECORDING

PROFESSIONAL LAND SURVEYOR LICENSED 17534 STATE OF IDAHO MICHAEL E. DAHLIN

Record of Survey for:
Fountain Industrial Park
Moscow Idaho

Drafted by:	BCB
Checked by:	MED
File Name:	4626 ROS.dwg
Tab:	PAGE 1
Plot Style	OCE.ctb
Project:	4626 07 2023
Date:	12/28/23

1 of 1

Legal Description for Fountain Industrial Park (Tatkinmah, LLC) Parcels After Lot Line Adjustments, December, 2023
by Hodge and Associates

Three parcels of land located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Parcel 1

That portion of a parcel of land described in Trustees' Deed, Instrument #553983, Latah County Records, lying in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19; thence along the east line of said Section 19, S01°06'54"W, 444.73 feet, to a point on the north line of said parcel, thence continuing along said east line, S01°06'54"W, 98.72 feet to the **Point of Beginning:**

Thence continuing along said east line, S01°06'54"W, 214.81 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;
Thence along said north line, N87°47'00"W, 22.33 feet, to a point;
Thence N00°00'00"E, 145.80 feet to a point;
Thence N86°21'39"W, 316.70 feet to a point;
Thence N37°31'27"W, 101.27 feet, to a point on the east line of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
Thence along said east line the following five (5) courses:
N01°15'20"E, 14.25 feet;
Thence N54°18'49"W, 21.59 feet;
Thence 51.67 feet along a tangent curve to the right, said curve having a Delta = 124°20'15", Radius =23.81 feet, Chord Distance = 42.11 feet, and Chord Bearing = N20°28'09"E;
Thence S88°01'19"E, 4.36 feet;
Thence N02°01'52"E, 5.77 feet, to the northeast corner of said parcel;
Thence along the north line of the aforementioned parcel of land described in Trustees' Deed, Instrument #553983, S89°12'59"E, 302.30 feet;
Thence leaving said north line, S00°03'15"W, 100.00 feet to a point;
Thence S89°56'45"E, 100.00 feet, to the **Point of Beginning**.

SUBJECT TO a nonexclusive easement for ingress and egress, thirty (30) feet in width, over the existing roadway extending from U.S. Highway 95 across a portion of Sections 19 and 20, Township 39 North, Range 5 West.

Parcel contains 1.28 acres, more or less.

Parcel 2

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19; thence, S01°06'54"W, 916.25 feet, to a point on the east line of said Northeast Quarter, thence leaving said east line, N90°00'00"W, 19.24 feet, to the **Point of Beginning:**

Thence N90°00'00"W, 211.75 feet, to a point;
Thence N45°10'28"W, 250.45 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;
Thence continuing N45°10'28"W, 28.30 feet, to a point on the east line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;
Thence along said east line, N09°36'37"E, 186.72 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
Thence along the east line of said parcel, N01°15'20"E, 24.45 feet, to a point;
Thence leaving said west line, S37°31'27"E, 101.27 feet, to a point;
Thence S86°21'39"E, 316.70 feet, to a point;
Thence S00°00'00"E, 304.63 feet, to the **Point of Beginning**.

Parcel contains two existing structures known as Building A and Building B of the Fountain Industrial Park.

Parcel contains 2.57 Acres, more or less.

SUBJECT TO, a nonexclusive easement for ingress and egress, running along the north, west, and east sides of the above described parcel, described as follows:

Commencing at the Northeast Corner of said Section 19; thence, S01°06'54"W, 916.25 feet, to a point on the east line of said Northeast Quarter, thence leaving said east line, N90°00'00"W, 19.24 feet, to the **Point of Beginning:**

Thence along the south line of said parcel, N90°00'00"W, 20.00 feet;
Thence along a line 20.00 feet from, and parallel to, the east line of said tract, N00°00'00"W, 227.44 feet;
Thence along the north side of Buildings A and B, N87°54'59"W, 313.59 feet, to the northwest corner of Building A;
Thence along the west side of Building A, S02°36'16"W, 58.96 feet to a point 40.00 feet perpendicular from the southwesterly line of said parcel;
Thence along a line parallel to, and 40.00 feet from, said southwesterly line, S45°10'28"E, 255.26 feet, to a point on the south line of the said parcel;
Thence along the said south line, N90°00'00"W, 56.74 feet, to a corner of said parcel;
Thence N45°10'28"W, 250.45 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;

Thence continuing N45°10’28”W, 28.30 feet, to a point on the east line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;
Thence along said east line, N09°36’37”E, 186.72 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
Thence along the east line of said parcel, N01°15’20”E, 24.45 feet, to a point;
Thence leaving said west line, S37°31’27”E, 101.27 feet, to a corner of said tract;
Thence S37°31’27”E, 47.32 feet, to a point 50 feet perpendicular from the north side of Building A;
Thence along a line 50 feet from and parallel to the alignment of Buildings A and B, S87°54’59”E, 287.44 feet, to the east line of said parcel;
Thence along said east line, S00°00’00”W, 276.75 feet, to the **Point of Beginning**.

Easement contains 44,800 square feet, more or less.

TOGETHER WITH a nonexclusive easement for ingress and egress, 30.00 feet in width, as described in Quitclaim Deed, Instrument #442248, Latah County Records.

Parcel 3

A portion of a parcel of land described in Trustees’ Deed, Instrument #553985, Latah County Records, more particularly described as follows:

Commencing at the Northeast Corner of said Section 19; thence, S01°06’54”W, 758.26 feet, to a point on the south line of a parcel described in Trustees’ Deed, Instrument #553983, Latah County Records, and the **Point of Beginning:**

Thence along the east line of said Section 19, S01°06’54”W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608, Latah County Records;
Thence continuing along said north line the following two (2) courses:
N34°49’19”W, 102.26 feet;
Thence N72°24’11”W, 136.50 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #590472, Latah County Records;
Thence along the north line of said parcel the following three (3) courses:
N58°15’48”W, 162.37;
Thence N40°12’46”W, 182.72 feet;
Thence S88°10’42”W, 75.52 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;
Thence along the east line of said parcel, N09°30’49”E, 282.14 feet, to a point on the south line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;
Thence along said south line, S60°25’31”E, 58.13 feet, to the southeast corner of said parcel;
Thence along the east line of said parcel, N09°36’37”E, 13.28 feet;
Thence leaving said east line, S45°10’28”E, 278.75 feet, to a point;
Thence S90°00’00”E, 211.75 feet, to a point;
Thence N00°00’00”W, 158.83 feet, to a point on the south line of the aforementioned parcel

described in Trustees' Deed, Instrument #553983;

Thence along said south line, S87°47'00"E, 22.33 feet, to the **Point of Beginning**.

Parcel contains 3.55 acres, more or less.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 22, 2024

AGENDA ITEM TITLE

Sourcewell Cooperative Purchasing Program Participation Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

Idaho Code § 67-2807 authorizes political subdivisions of the State of Idaho to participate in cooperative purchasing agreements with the State of Idaho, other Idaho political subdivisions, other government entities, or associations thereof with the approval of its governing board. Sourcewell is a cooperative purchasing organization that conducts public competitive procurement and provides an efficient means of procuring certain goods and services. The City has previously participated in the program and purchased various equipment and heavy vehicles through the program. The City desires to continue to participate in the Sourcewell program and is seeking Council approval to execute a new Cooperative Purchasing Program Participation Agreement.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Cooperative Purchasing Program Participation Agreement and authorize the Mayor's signature thereon through the proposed resolution; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Cooperative Purchasing Program Participation Agreement and authorize the Mayor's signature thereon through the proposed resolution.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024-Sourcewell CooperativePurchasingApproval_final

RESOLUTION NO. 2024-___

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE CITY OF MOSCOW TO PARTICIPATE IN THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR PURCHASES AS DEEMED BENEFICIAL TO THE CITY; AUTHORIZING THE MAYOR'S SIGNATURE UPON THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM PARTICIPATION AGREEMENT; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Idaho Code § 67-2807 authorizes political subdivisions of the State of Idaho to participate in cooperative purchasing agreements with the State of Idaho, other Idaho political subdivisions, other government entities, or associations thereof with the approval of its governing board; and

WHEREAS, Idaho Code § 67-2349 requires, to the extent permitted by federal laws and regulations, any public body to provide preference to vendors for services and goods domiciled in the State of Idaho; and

WHEREAS, Sourcewell is a cooperative purchasing consortium that conducts public competitive procurements compliant with state statutes; and

WHEREAS, utilization of the Sourcewell cooperative procurement program provides for an efficient means of procuring certain goods and services; and

WHEREAS, prior to making any purchase under the Sourecewell program, the City will conduct an assessment to determine if there are any vendors for services and goods domiciled in the State of Idaho that can provide the same goods and services for an equivalent cost in accordance with Idaho Code § 67-2349;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That the Mayor of the City of Moscow is hereby authorized to sign the Sourcewell Cooperative Purchasing Program Participation Agreement attached hereto as Exhibit 'A'.
2. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

	_____	_____	_____	_____
Hailey Lewis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of _____, 2024.

_____
Arthur D. Bettge, Mayor

CERTIFICATION and **ATTESTATION**. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024 and attest to the Mayor's signature.

_____
Laurie M. Hopkins, City Clerk

DRAFT

DocuSign Envelope ID: C472F9EA-DFD2-4A5E-A6FD-E93C49444B39

Sourcewell Cooperative Purchasing Program
Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.9 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

DocuSigned by:
By Gregory J Zylka
6BD483769B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:
By Sara Nagel
9BEF5D6F08D140B...
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Participating Entity:

By_____
Authorized Signature – Signed

By _____
Name – Printed
Title_____
Date _____

Sourcewell

Organization Information

Indicate an address to which correspondence may be delivered.

Email completed agreement to:
service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Organization Name* _____

Address* _____

City* _____

State Code* _____ Zip Code* _____

Country* _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

Job Role

- ☐ Administrator
- ☐ Department Head
- ☐ Department Purchaser
- ☐ Human Resources
- ☐ Procurement Officer
- ☐ Teacher
- ☐ Other

Department

- ☐ Administration
- ☐ Dining/Food Service
- ☐ Facilities/Operations
- ☐ Fleet/Transportation
- ☐ Human Resources
- ☐ Information Technology
- ☐ Parks, Recreation & Athletics
- ☐ Public Safety/Security
- ☐ Public Works/Utilities
- ☐ Purchasing & Finance

Email* _____

Phone* _____

202 12th Street NE | P.O. Box 219 | Staples, MN 56479 888-894-1930 | sourcewell-mn.gov

Organization Type:

Government

- ☐ County
- ☐ Federal
- ☐ Municipality
- ☐ Province/Territory
- ☐ Special District
- ☐ State
- ☐ Township
- ☐ Tribal

Education

- ☐ Local Education Agency (Public K-12 and Pre-K)
- ☐ Private Local Education Agency (Private K-12)
- ☐ Private Higher Education
- ☐ Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- ☐ Church
- ☐ Medical Facility
- ☐ Other

Referred by

- ☐ Advertisement
- ☐ Colleague/Friend
- ☐ Conference/Trade Show _____
- ☐ Supplier
- ☐ Search Engine/Web Search
- ☐ Sourcewell Employee

**Denotes required information*

REV. 09/2022

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 22, 2024

AGENDA ITEM TITLE

CCTV (Closed Circuit Television) Transporter Inspection Equipment Contract (ACTION ITEM) – Evan Timar / Steve Schulte.

RESPONSIBLE STAFF

Evan Timar, Steve Schulte

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City utilizes Closed Circuit Television (CCTV) equipment to perform inspections of the City's sanitary and storm sewer systems. The City's CCTV equipment is reaching its end of life and needs replacement. The City is proposing to purchase the replacement CCTV equipment through the Sourcewell program, which is a cooperative procurement program that conducts competitive bidding that member public agencies can utilize in compliance with State of Idaho procurement requirements. The proposed purchase agreement includes the replacement of all necessary CCTV equipment within our camera inspection van and includes an additional portable inspection unit. This equipment provides a streamlined approach to keeping our sanitary sewer and storm drain systems inspected and functional with the most modern and accurate inspection technology available. With updated transporter inspection equipment, the City will eliminate the guesswork of previously inaccessible pipelines, which will reduce the number of inspection complications and time spent completing field investigation activities. In addition to these savings, the ancillary data supplied by new inspection equipment will provide operations with information that can help optimize sewer and storm system conveyance, customer service, and help maintain a proactive approach to improving sanitary and storm system monitoring. The City budgeted a total of $215,000 for sewer inspection equipment and $108,000 for stormwater inspection equipment in the FY2024 budget. Updated quotes were received for both sewer and stormwater on January 10, 2024. The contract prices are $205,571.88 for sewer, and $113,424.46 for stormwater.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the quotes provided by MetroQuip through the Sourcewell Cooperative Purchasing Program in the amounts of $205,571.88 for sewer, and $113,424.46 for stormwater, and the associated Purchase Agreement or provide staff with further direction.

STAFF RECOMMENDATION

Recommend acceptance of the quotes provided by MetroQuip through the Sourcewell Cooperative Purchasing Program and authorize execution of the Purchase Agreement in the amounts of $205,571.88 for Sewer, and $113,424.46 for Stormwater.

OTHER RESOURCES

FISCAL IMPACT

The funds of $205,571.88 for the sewer system inspection equipment will be split to have $55,571.88 come out of the sewer operations budget line 230-230-658-40, and $150,000 will come out of the fleet budget line 290-230-770-75.
The funds of $113,424.46 for the stormwater system inspection equipment will be split to have $81,000 come out of the stormwater operations budget 235-235-635-10, and $32,424.26 to come out of the sewer budget 230-230-658-40.

PERSONNEL IMPACT

ATTACHMENTS

1. STORMWATER - City of Moscow Envirosight RoverX CCTV - MetroQuip - 1-10-24
2. SEWER- City of Moscow Envirosight RoverX CCTV - MetroQuip - 1-10-24
3. Purchase Agreement - Metroquip_Final with attachments

Sourcewell Formerly NJPA Awarded Contract	**CONTRACT PRICING WORKSHEET**	**Contract No.: 120721-EVS**

Buying Agency	**City of Moscow, ID**	**Sales Partner**	**MetroQuip, Inc.**
Contact Person	**Dana Rand**	**Contact Person**	**Jeff McCoy**
Phone	**208-883-7007**	**Phone**	**208-921-5332**
Fax		**Fax**	**208-345-5931**
Email	mbranscome@ci.moscow.id.us	**Email**	jmccoy@metroquip.net

Itemized Contract Items / Options - Attach additional sheet if necessary

QTY	Part Number	Description	LIST PRICE	Contract PRICE
1	E-RX-SYS-Truck-Basic-21-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license	$ 98,009.33	$ 93,342.21
4	E-080-0704-02	XL Large Rubber Wheel QC RX130 - 10-18"	$ 2,591.43	$ 2,468.02
1	E-569-0900-00	Lift Carriage for Large Lines - Includes 24"-36" Inflatable Tires	$ 14,618.34	$ 13,922.23
		Subtotal Contract Items	**$ 115,219.10**	**$ 109,732.46**

Sourced / Non Contract Items

QTY	Part Number	Description	LIST	COST
1	1.225.01.00001	Vivax VLoc3 CAM Sonde Locator and Bag	$ 2,192.00	$ 2,192.00
		Subtotal Sourced Items	**$ 2,192.00**	**$ 2,192.00**
		Freight	**$ 1,500.00**	**$ 1,500.00**
		Install in Existing Van, PDI, Training	**$ -**	**$ -**
		Total Sourcewell Purchase Quote	**$ 118,911.10**	**$ 113,424.46**

1/10/24
PriceValid for 90 Days

Sourcewell Formerly NJPA Awarded Contract	**CONTRACT PRICING WORKSHEET**	**Contract No.: 120721-EVS**

Buying Agency	**City of Moscow, ID**	**Sales Partner**	**MetroQuip, Inc.**
Contact Person	**Marc Branscome**	**Contact Person**	**Jeff McCoy**
Phone	**208-883-7110**	**Phone**	**208-921-5332**
Fax		**Fax**	**208-345-5931**
Email	mbranscome@ci.moscow.id.us	**Email**	jmccoy@metroquip.net

Itemized Contract Items / Options - Attach additional sheet if necessary

QTY	Part Number	Description	LIST PRICE	Contract PRICE
1	E-RX-SYS-PRO-21-HD	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	$ 118,275.66	$ 112,643.49
1	E-564-0900-04	Remote Lift Accessory - Camera Elevator Kit for RX130 - for pipes with 12" diameter and larger, raises the RCX90 on the RX130 Crawler	$ 18,405.82	$ 17,529.35
1	E-559-3900-00	HD LED Auxiliary Light with Backeye Camera for ROVVER RX 130	$ 5,243.00	$ 4,993.33
6	E-080-0709-00	Small Aggressive Wheel QC RX130 - 6"	$ 3,189.46	$ 3,037.56
4	E-080-0711-00	Medium Aggressive Wheel QC RX130 - 8"	$ 2,768.63	$ 2,636.77
1	E-555-0900-03	HD RX95 Small Diameter Craweler for 4"-6"	$ 18,826.65	$ 17,930.14
1	E-561-3900-00	HD RCX90 Pan and Tilt Camera Head for RX95 4"-6" Crawler	$ 33,002.01	$ 31,430.49
6	E-080-0600-00	Small Grease Wheel for RX95 Small Diameter Crawler	$ 2,259.20	$ 2,151.64
1	E-CRAWLER-DRAWER	Envirosight Crawler Vertical Storage Drawer	$ 1,776.06	$ 1,838.22
1	SAT REEL SUPPORT	Stackable SAT Reel Support Frame	$ 819.51	$ 780.49
1	TOOLBOX	Envirosight Toolbox	$ 2,173.50	$ 2,249.57
		Subtotal Contract Items	**$ 206,739.49**	**$ 197,221.05**

Sourced / Non Contract Items

QTY	Part Number	Description	LIST	COST
1	Storage	Aluminum storage shelf and tool caddy and caddy with trash can	$ 408.83	$ 408.83
1	1.225.01.00001	Vivax VLoc3 CAM Sonde Locator and Bag	$ 2,192.00	$ 2,192.00
		Subtotal Sourced Items	**$ 2,600.83**	**$ 2,600.83**
		Freight	**$ 1,750.00**	**$ 1,750.00**
		Install in Existing Van, PDI, Training	**$ 4,000.00**	**$ 4,000.00**
		Total Sourcewell Purchase Quote	**$ 215,090.32**	**$ 205,571.88**

1/10/24

Price Valid for 90 Days

PURCHASE AGREEMENT BETWEEN
CITY OF MOSCOW, IDAHO
AND METROQUIP, INC.

THIS PURCHASE AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO AND METROQUIP, INC. (hereinafter "Agreement") is made and entered into between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and MetroQuip, Inc., a business incorporated in the State of Idaho and an authorized dealer of Envirosight, PO Box 858, Meridian, Idaho, 83680, (Hereinafter "SELLER").

WHEREAS, Idaho Code section 67-2807 allows for cooperative purchasing to promote the efficient and cost-effective procurement of goods, services, and public works construction among political subdivisions, other government entities, or associations that offers its goods or services as a result of competitive solicitation process; and

WHEREAS, CITY is a member of the Sourcewell cooperative purchasing program, which was established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, Sec. 3 and is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, to Participating Entities; and

WHEREAS, CITY desires to purchase an Envirosight Roover X sewer inspection system with VC500 Vision Control; and

WHEREAS, Sourcewell solicited requests for proposals for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services through Solicitation Number RFP #120721 and acquired a proposal from Envirosight whereby SELLER is an approved dealer for Envirosight and authorized to provide products and services included in Envirosight's proposal and that are included in the Contract between Sourcewell and Envirosight under Contract #120721-EVS. Said contract included an Envirosight Roover X sewer inspection system with VC500 Vision Control; and

WHEREAS, SELLER agrees to sell an Envirosight Roover X sewer inspection system with VC500 Vision Control and all associated parts and software, attached as Attachments "A" and "B" (hereinafter "Goods") to CITY with the agreed upon pricing provided through the Sourcewell Cooperative Purchasing Program;

NOW THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, 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:

SECTION I: Purchase

1. SELLER agrees to sell and CITY agrees to buy one (1) Envirosight Roover X sewer inspection system and associated parts, detailed in Attachment "A" and incorporated herein by this reference, for Two Hundred Five Thousand Five Hundred Seventy One Dollars and

Eighty Eight Cents ($205,571.88) to be paid thirty (30) days after delivery and installation of the Goods and training of CITY staff on use, maintenance and care of the Goods.

2. SELLER agrees to sell and CITY agrees to buy one (1) VC500 controller and associated parts and software, detailed in Attachment "B" and incorporated herein by this reference, for One Hundred Thirteen Thousand Four Hundred Twenty Four Dollars and Forty Six Cents ($113,424.46) to be paid thirty (30) days after delivery and installation of the Goods and training of CITY staff on use, maintenance and care of the Goods.

SECTION II: Shipment and Delivery

1. SELLER at its cost will package the Goods in accordance with industry approved commercial practice to prevent damage to the Goods, to secure the lowest transportation costs consistent with requirements of the common carrier and with the applicable specifications. Each shipping container shall be marked as follows:
   A. SELLER's name and address;
   B. CITY's name and address; and
   C. Purchase Order number.
   CITY's count or weight shall be conclusive on shipments not accompanied by a packing list.

2. Title and risk of loss of the Goods shall not pass to CITY until CITY actually receives and takes possession of the Goods at the place of delivery, verified by signed delivery receipt, subject to SELLER's warranties for the Goods. CITY shall have the right to inspect and reject the Goods at delivery if specifications are not met. If the damage is not readily apparent at the time of delivery, SELLER shall permit the Goods be returned within a reasonable time at no cost to CITY. In the event of the delivery of nonconforming Goods, CITY will notify SELLER as soon as possible and SELLER agrees to replace the nonconforming Goods with conforming Goods as soon as possible, at no additional cost to CITY, which are subject to CITY's right to inspect and reject nonconforming Goods as provided herein.

3. Shipping is included in the quoted price reflected in Attachment "A" and Attachment "B". In the event the Goods are rejected due to damage, defectiveness or nonconformance, SELLER shall arrange for and pay for the return shipment of the Goods.

4. The place of delivery shall be set forth on the purchase order under "Ship To". Any change thereto shall be effected by modification as provided in Section VII.5.

SECTION III: Installation and Training

SELLER shall install, at SELLER's own expense, the RAX300 Automatic Cable Reel with 300M cable into CITY's van on a date agreed upon by the Parties after delivery of the Goods. SELLER shall provide a one (1) day training by a SELLER representative to train CITY employees on the Envirosight Roover X sewer inspection system on a date agreed to by the Parties after installation is complete. SELLER shall be responsible for all travel costs associated with SELLER's representative traveling to Moscow, Idaho to fulfill the terms herein.

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SECTION IV: Warranties, Indemnification and Insurance

1. Goods and services to be provided hereunder shall be new and the current model and shall be warranted of merchantable quality, free of defects of material, design and workmanship and suitable for and will perform in accordance with the ordinary use for which they are intended. The warranty covers all products, parts, labor and any associated travel costs for any manufacturer defects in materials and workmanship. The warranty shall last up to twelve months from the in-service date.

2. SELLER agrees to indemnify, defend, protect and save and hold harmless CITY and its employees against all suits in law or in equity, and from all damages, claims, demands and judgments for alleged or actual breach of warranty, negligence, insufficiency or illegality in the design, manufacture, fabrication, assembly, processing, labeling or infringement or patents of copyrights arising from the purchase, resale or other use of the Goods to be supplied hereunder. SELLER further agrees to indemnify, defend, protect and hold harmless CITY, its agents and employees from any and all claims arising out of any act or omission in the performance of this Agreement by SELLER or its agents or employees; this indemnification includes injury to death to persons or property alleged to have been caused by some defect in the Goods provided under this Agreement to the extent the Goods were used according to its specifications.

3. SELLER certifies that all Goods on this order are in compliance with all Federal, State and City laws.

4. SELLER warrants that the title to all material, supplies and equipment furnished under this Agreement are free of liens and encumbrances.

5. SELLER agrees to warrant the Goods the same as the manufacturer as set out in Attachment "C", incorporated herein by this reference. SELLER agrees to assist CITY in reaching a resolution in any dispute over warranty terms with the manufacturer.

6. SELLER agrees to maintain the insurance policies required by Sourcewell and included in the Contract between Sourcewell and SELLER through Contract Number 120721-EVS.

SECTION V: Default/Termination

1. The performance of work under this Agreement may be terminated in whole or in part by CITY by a written "Notice of Termination" specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. CITY shall not be liable to SELLER for any work done or materials purchased after such termination or for lost profits or other damages. Such right of termination is in addition to and not in lieu of rights of CITY otherwise set forth in this Agreement. SELLER's failure to effect delivery by date specified will entitle CITY to cancel this order on twenty-four (24) hours' notice at CITY's option.

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2. If either Party hereto is delayed in carrying out its obligation under this Agreement because of a force majeure event, such as flood, fire, earthquake, other weather related events, war or riot or labor stoppages, the Party shall give notice and full particulars of such delay supported by sufficient evidence, in writing, to the other Party within a reasonable time after occurrence of the delay and the time for performance by the Party shall be extended by the number of days of the delay, except as herein provided.

3. Whenever CITY has reason to question SELLER's intent to perform, CITY may demand that SELLER give assurance of its intent to perform. In the event that a demand is made and no assurance is given with five (5) days, CITY may treat this failure as an anticipatory repudiation of this Agreement.

SECTION VI: Notice

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

SELLER:
Jeff McCoy
MetroQuip, Inc.
PO Box 858
Meridian, ID 83680

CITY:
City Clerk
City of Moscow
206 East Third Street
PO Box 9203
Moscow, ID 83843

SECTION VII: General Provisions

1. No Substitutions: SELLER shall not, at any time, substitute any materials which are a part of any Goods ordered, in this order or otherwise deviate in any manner from the specifications contained in the order and pursuant to this Agreement.

2. No Employee-Employer or Agency Relationship: The Parties warrant by their signatures that no employer-employee or agency relationship is established between CITY and SELLER by the terms of this Agreement.

3. Costs and Attorney 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 suit.

4. Jurisdiction, Venue and Non-Waiver: 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.

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5. 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. SELLER may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, without the prior written consent and express authorization of CITY.

6. Adherence to Law Required: All applicable Federal, State, and local statutes and regulations 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 SELLER shall be deemed material and shall subject SELLER to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of SELLER will in any way serve to modify the provisions of this requirement.

   A. Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, SELLER certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

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

   C. Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, SELLER certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of the Agreement, authorize the use of state facilities or public funds for abortion related activity.

7. Special Warranty. SELLER warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. SELLER 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 SELLER shall make this Agreement null and void. SELLER 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. SELLER acknowledges that it will be liable for any breach of this warranty.

8. 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. SELLER shall not discriminate against any employee or applicant for employment. SELLER's action

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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. SELLER agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

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

10. Severability. If any provision in this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both Parties will be relieved from all obligations arising from that provision. If the remainder of the Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully informed.

IN WITNESS WHEREOF, said SELLER and CITY have caused this Agreement to be executed on the day and year of the last signature.

I, Jeff McCoy, certify under penalty of perjury, pursuant to the law of the State of Idaho, the foregoing is true and correct and that I am the authorized agent to bind MetroQuip, Inc. to this Agreement and that MetroQuip Inc. is an authorized dealer of Envirosight, LLC pursuant to the Sourcewell Contract #120721-EVS.

SELLER:

_____
Jeff McCoy

DATE: _____

CITY:

_____
Arthur D. Bettge, Mayor

DATE: _____

ATTEST:

_____
Laurie M. Hopkins, City Clerk

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ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Jeff McCoy, known to me to be the person named above and acknowledged that they executed the foregoing as the duly authorized representative of MetroQuip, Inc.

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

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Sourcewell Formerly NJPA Awarded Contract	**CONTRACT PRICING WORKSHEET**	**Contract No.: 120721-EVS**

Buying Agency	**City of Moscow, ID**	**Sales Partner**	**MetroQuip, Inc.**
Contact Person	**Marc Branscome**	**Contact Person**	**Jeff McCoy**
Phone	**208-883-7110**	**Phone**	**208-921-5332**
Fax		**Fax**	**208-345-5931**
Email	mbranscome@ci.moscow.id.us	**Email**	jmccoy@metroquip.net

Itemized Contract Items / Options - Attach additional sheet if necessary

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1	TOOLBOX	Envirosight Toolbox	$ 2,173.50	$ 2,249.57
		Subtotal Contract Items	**$ 206,739.49**	**$ 197,221.05**

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1	1.225.01.00001	Vivax VLoc3 CAM Sonde Locator and Bag	$ 2,192.00	$ 2,192.00
		Subtotal Sourced Items	**$ 2,600.83**	**$ 2,600.83**
		Freight	**$ 1,750.00**	**$ 1,750.00**
		Install in Existing Van, PDI, Training	**$ 4,000.00**	**$ 4,000.00**
		Total Sourcewell Purchase Quote	**$ 215,090.32**	**$ 205,571.88**

1/10/24

Price Valid for 90 Days

ROVVER X

AGILE, INTELLIGENT
SEWER INSPECTION SYSTEM

ENVIROSIGHT

GAIN DEEPER INSIGHT

When you open a manhole, be ready to get the full picture.

With unmatched power and agility, ROVVER X delivers the insight you need to make critical maintenance decisions. It offers industry-leading productivity with a simple interface, advanced capabilities and support for digital workflows.

SIMPLE

Cut out complexity for your crew with technology that's easy to learn and use, a responsive support team, and a regional service network that delivers rapid turnaround.

RELIABLE

Stay on schedule and within budget with ROVVER X's industry-low downtime and cost-of-ownership. Not only is it built to endure punishment, its intuitive design lets you perform routine maintenance right in the field.

ADAPTABLE

Tackle any inspection challenge. ROVVER X accessories and wheels swap in seconds to fit any pipe size, material and condition. And when the job calls for specialized capabilities, easily add lateral launch, laser profiling, side scanning and more.

AGILE

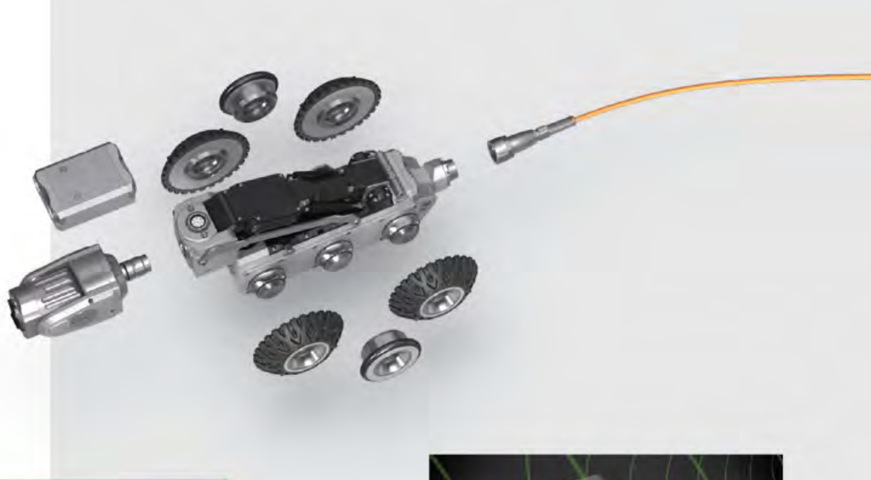
Power past obstacles that sideline other crawlers. With steerable six-wheel drive, ROVVER X avoids obstructions and climbs over debris and offsets. An array of onboard sensors helps you avoid hazards.

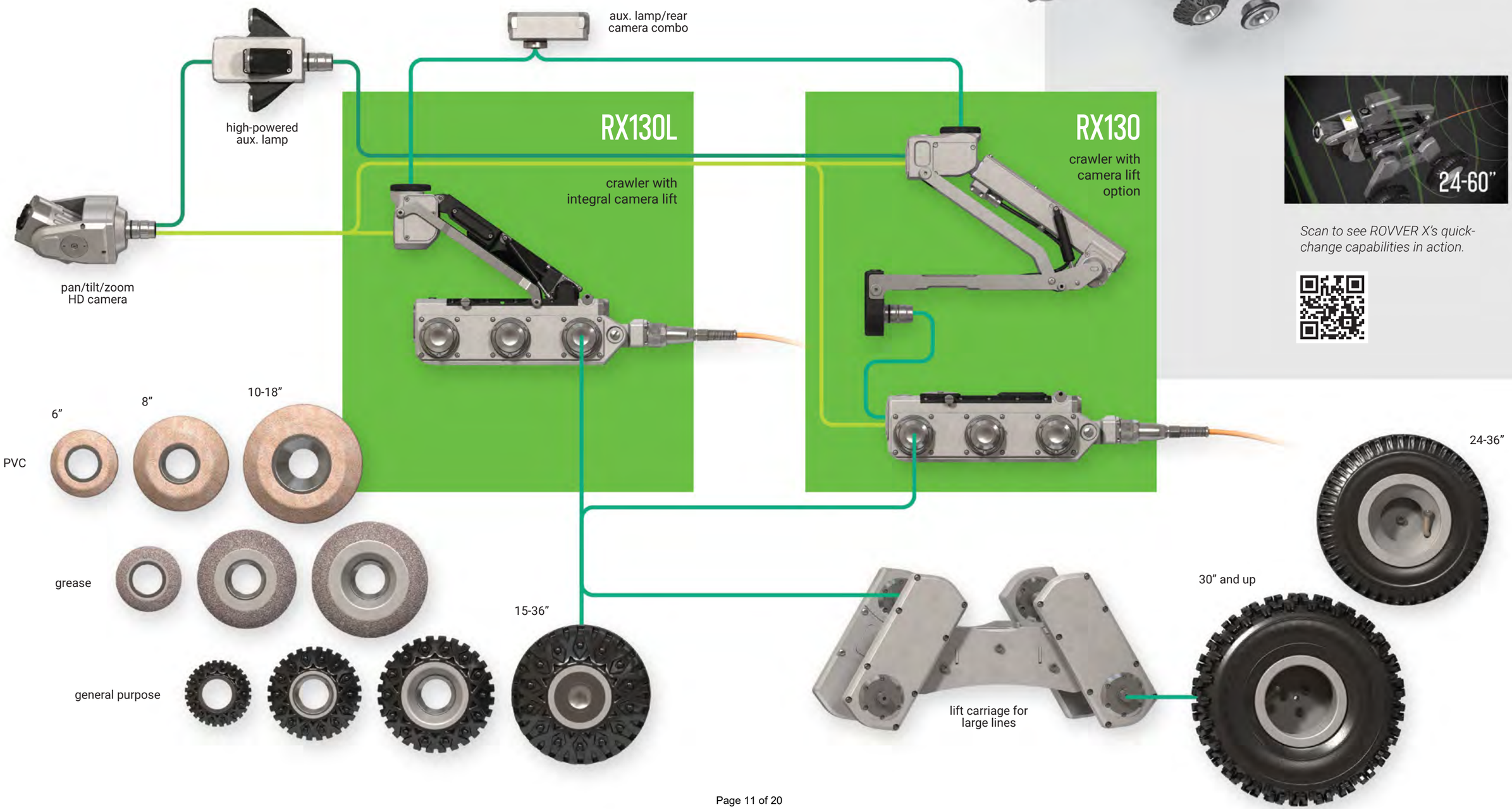
SMART

Access every capability from a single interface—operate the crawler, record video, overlay text, log observations, measure defects and create reports. Inspection data streams securely to the cloud, and the system auto-updates to the latest features.

ADAPTABLE

ROVVER X is the only crawler system that lets you change wheels and accessories rapidly without tools. Achieve new levels of productivity, and confidently handle any combination of pipe size, material and condition.





Scan to see ROVVER X’s quick-change capabilities in action.

SMART

Simple to learn yet powerfully capable, ROVVER X's touchscreen controls support your entire inspection workflow. And with built-in Wi-Fi, you can share inspections online and keep your ROVVER X system updated with the latest features.

Flexspection only available on VC500 HD controller.

FLEXSPECTION

Sometimes you need maximum detail, sometimes you need minimum file size—and sometimes you need a compromise. With Flexspection, the choice is yours.

SD | HD 720P | HD 1080P

NEED LESS?

This remote control puts all major crawler and reel functions in the palm of your hand, and it comes standard with every ROVVER X system.

NEED EVEN MORE?

For maximum productivity, this optional desktop command center offers precision control, full QWERTY keyboard, and ergonomic comfort.

OPERATE

Control every ROVVER X function using twin multi-function joysticks, intuitive touchscreen controls and real-time feedback. Onscreen notifications help warn against operating hazards.

OVERLAY TEXT

With drag-and-drop simplicity, create an overlay that has static text, live data, observation details and your logo. Customize text position, color and background to your preference.

MEASURE DEFECTS

Powerful measurement tools let you size up cracks, water level, pipe diameter, wall features, bend angles, inclination and much more.

ENTER OBSERVATIONS

Create an inspection, then log observations with help from onboard defect catalogs, including PACP and WRc.

CREATE REPORTS

Generate PDF reports from completed inspections, then deliver them via USB drive.

CONNECTED

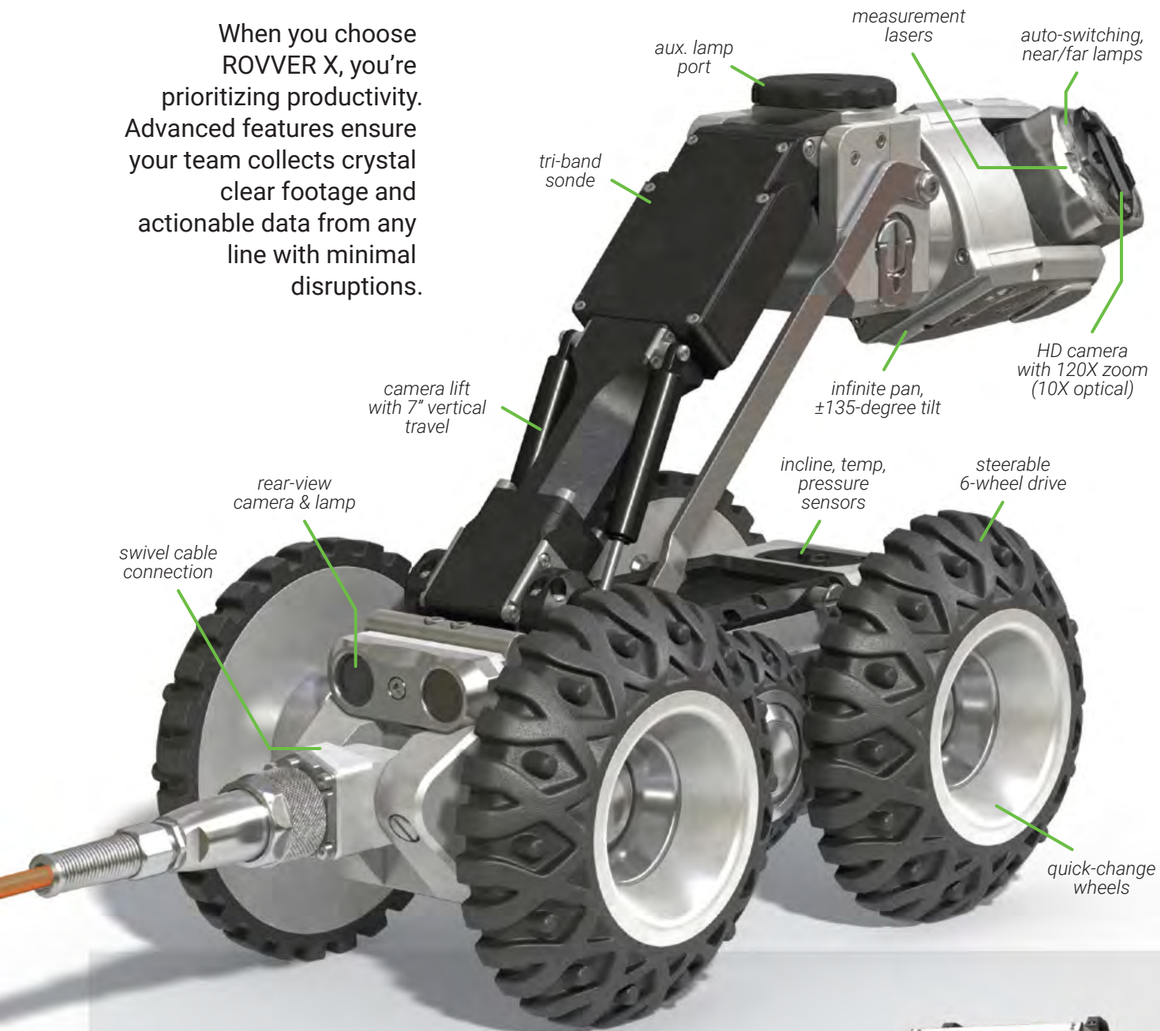
Wirelessly upload your inspections directly to WinCan Web, the cloud platform for sewer inspection data. Review, edit, analyze and map inspection data online, and securely share results with your entire team.

WinCan Web

Scan to set up your free WinCan Web trial account:

CAPABLE

When you choose ROVVER X, you're prioritizing productivity. Advanced features ensure your team collects crystal clear footage and actionable data from any line with minimal disruptions.



The rugged **ROVVER X cable** boasts a 1000-lb break strength. And with just 6 conductors, it's easy to field-reterminate.

Available in 984' and 1640' versions, the **ROVVER X reel** automatically feeds cable so the crawler doesn't have to pull it off the reel. This extends travel range and reduces crawler wear-and-tear.

SCALABLE

Once you own the ROVVER X platform, the sky is the limit. Specialty crawlers and attachments give you plug-and-play capability, so you can meet any inspection challenge.

SMALL DIAMETER

The ROVVER X 95 crawler fits into relined 4" pipe to inspect laterals and industrial lines.

LATERAL LAUNCH

SAT II lets you crawl up to 984' into mains and then launch 147' into lateral lines to locate cross bores and illicit flows.

LASER SCANNING

Measure pipe ovality, erosion and defects—ROVVER X's laser profiling attachment captures accurate geometry.

SIDE SCANNING

Using the Digisewer camera head, capture a sewer side-scan with detail from every square inch of pipe wall.

EXTRA-LARGE DIAMETER

The ROVVER X 400 crawler is ideal for interceptors and trunk lines, and has an integral camera lift to rise above high flows.

Consult sales representative for ideal setup and compatibility.

MOBILE

Stay safe, productive and comfortable while deploying your ROVVER X in the field. Envirosight-built vehicles protect your crew and offer full amenities—ensuring your equipment, tools, and safety gear are within easy reach.

PANEL VANS

Fit into alleys and other tight spaces while deploying ROVVER X or lateral launch. Choose among Sprinter, Transit and ProMaster options, with power from an inverter or vehicle PTO.

Power options include generator (gas or diesel), inverter with battery, or engine PTO.

BOX TRUCKS

Get maximum elbow room, plus extra capacity for lateral launch systems, generator power sources and cranes.

TRAILERS

Gain flexibility when inspection is part time or when inspection equipment must be shared between crews.

ENCLOSURES

Deploy an Envirosight Outpost when you need access to easements and other remote worksites using a pickup or ATV.

TRUSTED

Standing behind ROVVER X is a team with decades of experience helping sewer professionals succeed. We've built the industry's largest network of regional support and service locations—so wherever the job takes you, help is never far.

Don't take our word for it. Some of the largest cities and contractors trust ROVVER X. Scan to read their stories.

LOCAL PRESENCE

Success in our industry is a ground game. That's why we have systems, parts inventory and capabilities strategically deployed nationwide, ready for you on demand.

WARRANTY

ROVVER X is backed by one of the industry's most comprehensive warranties. Optional maintenance plans and extended warranties offer further cost predictability. And with more than 25 factory-certified service centers across North America, we're never far when you need help.

TRAINING

Your operators will be productive out of the gate with on-site training from certified ROVVER X instructors. Not only do we cover equipment care, operation and safety, we're available to provide PACP training, too. Need virtual training? We deliver it on demand from a fully equipped studio.

TURNAROUND

Gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available. And when unique challenges require unique capabilities, know that rental gear is available from 23 locations across the continent.

5000+
crawler systems worldwide

46
locations in North America

4%
average yearly cost of ownership
compared to purchase price

4000'+
average distance inspected per day
per crew

SPECIFICATIONS

system

ratings . . . . . CE, NRTL
power . . . . . 120-240 Vac, 60 Hz
viewing capability . . . . . pipelines 4–96" dia.
operating temp . . . . . 32 to 104°F
storage temp . . . . . -4 to 158°F

camera (RCX90 HD)

sensitivity . . . . . 0.05 lux
resolution . . . . . 1920 × 1080 pixels
zoom lens . . . . . 120× (10× optical, 12× digital)
pressure rating . . . . . 1 bar
protection class IP68
features. . . . . auto shutter; auto/manual focus
illumination . . . . . dimmable LED, dual mode
articulation . . . . . ±135 deg tilt; infinite pan
measurement . . . . twin laser diodes spaced 1.97"
sensing . . . . . temperature, pressure, pan/tilt
size . . . . . 6.6"×3.2"×2.8" (168×81×72 mm)
weight . . . . . 3.3 lb (1.5 kg)
materials. . . . . aluminum, stainless steel

crawler (RX130 HD, RX130L HD)

drivetrain. . . . . steerable 6-wheel drive
turn radius. . . . . down to 0.0"
camera . . . . . color rear-view with tri-LED lamp
sensors . . . . . pitch, roll, temperature, pressure
pressure rating . . . . . 1 bar
protection class IP68
size (130) . . . . 12.2"×4.3"×3.5" (310×110×90 mm)
size (130L) . . 15.1"×5.0"×4.6" (384×126×117 mm)
weight (130) . . . . . 13.2 lb (6 kg)
weight (130L) . . . . . 17.6 lb (8 kg)
lift range (130L) . . . . . 7.1" (180 mm)
materials. . . . . aluminum, stainless steel
sonde transmitter. 33kHz/512Hz/640Hz

control pendant (VC500 HD)

controls. . . . . joysticks, touchscreen, power, stop
touchscreen . . . . . 10.1" color TFT, multi-touch,
. . 1280×800 px, 1280 cd/m², 150-deg view angle
video capture . . . . . MPEG-4 AVC (H.256)
image capture. . . . . JPEG or PNG
internal storage . . . . . 128 GB
connectivity . . . . LAN, USB 2, USB 3, Wi-Fi, HDMI
protection class IP55
size . . . . . 11.8"×10.5"×2.8" (300×267×71 mm)
weight . . . . . 4 lb (1.81 kg)
housing . . . . . plastic (ABS, PC), IP55-rated

auxiliary lamp (RAL200 HD, optional)

forward illumination . . . . . twin tri-LED lamps
camera . . . . . color rear-view with tri-LED lamp
sonde transmitter. . . . . 33 kHz / 512 Hz
protection class IP68
dims. . . . . 2.8"×1.3"×4.0" (72×33×102 mm)
weight . . . . . 1.3 lb (0.6 kg)
materials. . . . . aluminum, stainless steel

explosion-proof
models available

cable reel (RAX300 HD)

cable length . . . . . 984' (300 m)
cable diameter . . . . . ¼" (6.5 mm)
cable weight . . . . . 0.03 lb/ft
cable strength. . . . . 1000 lb
cable conductors 6
controls (local) . . . . . power, emergency stop
controls (via pendant) . . auto/manual, speed,
. . . . . forward/reverse, pull strength
sensors . . . . . tension, tilt
size . . . 24.6"×14.5"×22.6" (625×368×575 mm)
protection class IP44
weight . . . . . 123.4 lb (56 kg)
connections. . . . pendant, service, video in/out

camera lift (optional)

lift range . . . . . 7.1" (180 mm)
materials. . . . . aluminum, stainless steel

carriage (optional)

wheelbase (w/l) . . 14.5"/12.2" (368/310 mm)
weight . . . . . 34.2 lb (15.5 kg)
materials. . . . . aluminum, stainless steel

TYPICAL SYSTEM

- **RX130 HD crawler body**
- **RCX90 HD camera head**
- **RAX300 HD reel with 984' cable**
- **VC500 HD control pendant**
- **WinCan VX software (basic)**
- **handheld wireless remote control**
- **assortment of wheels**
- **transport case(s)**
- **tools**

Request a FREE
On-site Demo

ENVIROSIGHT

www.envirosight.com • (866) 936.8476

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Patents and patents pending.

ROVVER X

SMALL-DIAMETER CRAWLER

GET INTO TIGHT SITUATIONS

The RX95 small-diameter crawler lets you inspect lines as narrow as 4”. Like the standard-size RX130, the RX95 offers a compact, steerable six-wheel drive and a built-in sonde transmitter. It works with your existing ROVVER X reel, controls and cameras, and is also available with a compact pan/tilt camera or ultra-compact axial camera.

PRODUCT FEATURES

- Crawl down lines as small as 4”.
- Travel as far as 1640’ (depending on reel).
- Maneuver past obstacles with steerable six-wheel drive.
- Operate with your existing ROVVER X controller, camera and reel.
- Locate with on-board sonde.

TOTAL INTEGRATION

For maximum versatility, the RX95 works with your ROWER X auto cable reel (1000’ or 1640’); desktop and hand held controls; and pan/tilt/zoom camera.

PORTABILITY OPTIONS

The RX95 is also available with 330’ and 660’ portable reels, ideal for industrial applications requiring extreme portability.

THREE CAMERA CHOICES

The RX95 accepts three available cameras: the compact pan/tilt PTP camera, the standard pan/tilt/zoom RCX90 (shown left), and the axial RAC50 camera.

Sourcewell Formerly NJPA Awarded Contract	**CONTRACT PRICING WORKSHEET**	**Contract No.: 120721-EVS**

Buying Agency	**City of Moscow, ID**	**Sales Partner**	**MetroQuip, Inc.**
Contact Person	**Dana Rand**	**Contact Person**	**Jeff McCoy**
Phone	**208-883-7007**	**Phone**	**208-921-5332**
Fax		**Fax**	**208-345-5931**
Email	mbranscome@ci.moscow.id.us	**Email**	jmccoy@metroquip.net

Itemized Contract Items / Options - Attach additional sheet if necessary

QTY	Part Number	Description	LIST PRICE	Contract PRICE
1	E-RX-SYS-Truck-Basic-21-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license	$ 98,009.33	$ 93,342.21
4	E-080-0704-02	XL Large Rubber Wheel QC RX130 - 10-18"	$ 2,591.43	$ 2,468.02
1	E-569-0900-00	Lift Carriage for Large Lines - Includes 24"-36" Inflatable Tires	$ 14,618.34	$ 13,922.23
		Subtotal Contract Items	**$ 115,219.10**	**$ 109,732.46**

Sourced / Non Contract Items

QTY	Part Number	Description	LIST	COST
1	1.225.01.00001	Vivax VLoc3 CAM Sonde Locator and Bag	$ 2,192.00	$ 2,192.00
		Subtotal Sourced Items	**$ 2,192.00**	**$ 2,192.00**
		Freight	**$ 1,500.00**	**$ 1,500.00**
		Install in Existing Van, PDI, Training	**$ -**	**$ -**
		Total Sourcewell Purchase Quote	**$ 118,911.10**	**$ 113,424.46**

1/10/24
PriceValid for 90 Days

VC500
vision control

Take command of sewer inspection with the new VC500. This next-generation touchscreen controller for ROVVER X supports your entire inspection workflow—operating the crawler, recording video, overlaying text and creating reports. What's more, it uploads your inspections wirelessly to WinCan Web, the new cloud platform for sharing sewer inspection data. In seconds, you can send your results to anyone with a web browser.

next-generation controls for ROVVER X

status

control

navigation

WinCan Web

Securely share inspection data, images and video online. An authorized user can view up-to-the minute results on any platform using a common Web browser. No more versioning issues or missing codecs; WinCan Web brings data effortlessly to the cloud.

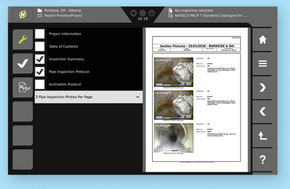
WinCan

cloud

From the VC500, you can upload inspections directly to WinCan Web, the new cloud platform for sewer inspection data. If you don't have a WinCan Web account, no problem—go to **web.wincan.com** and start a free trial. Once you're logged in, your VC500 will give you the option to upload inspections to WinCan Web, and to import projects from WinCan Web.

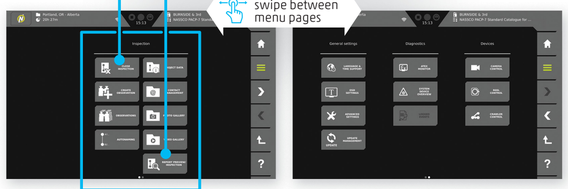
reports

To create a report, simply select a project and the report elements to include. You can save your report as a PDF within the project.



sharing

menus



Projects: All inspection and reporting functions are accessed via projects from the first page of the menus.

Settings: Here you can access (in order) language/date, OSD settings, advanced settings (including Wi-Fi setup) and firmware updates.

Diagnostics: Here you can access (in order) ATEX compliance info, component status and logged events.

Devices: Here you can access various control functions by device (camera, crawler and reel).

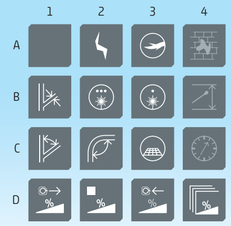
onscreen display (OSD)

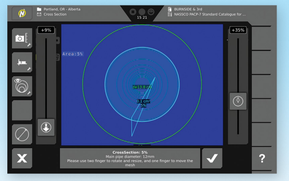
Profiles: The information you need to display onscreen can change from job to job. The VC500 makes it easy to store different OSD profiles and load them with a simple tap.

Overlay Elements: Choose among six types of overlay elements. All can be positioned via drag-and-drop, and all (except free picture) can have customized text and background colors.

- *System Text:* Display variables like distance, speed, inclination, pan/tilt angles, pressure and more. Select whether each appears with a caption, and in what unit of measurement.
- *Static Text:* Place any text you like, including company or client information.
- *Inspection Text:* Insert inspection-specific data (available only when a standard project is open).
- *Free Picture:* Insert a logo or other image.
- *Free Text:* Determine for how long free text appears. Free text is an easy way to make passing annotations during an inspection—just tap the button to the left of center at the bottom of the home screen.
- *General Settings:* Change default text/background colors and transparency, plus other settings.

measurement





A2: *Crack Measurement.* Once the system performs automatic laser dot detection, simply tap at the end points of the crack to measure its total length.

A3: *Cross-section Measurement.* Align the virtual pipe to the real one, set the plane of measurement, and trace the object to determine percent blockage.

C3: *Flow Level Measurement.* Align the virtual pipe to the real one, then adjust the virtual plane to the flow level. The system calculates level as a percentage of total capacity.

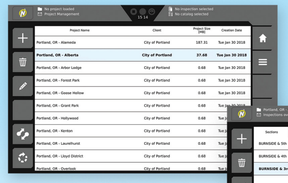
D1-4: *Inclination.* Indicate when to start measuring, when to stop, and your direction of travel. The system calculates pipe grade.

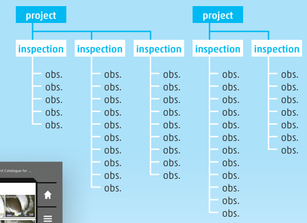
B2: *Diameter Measurement.* The system automatically rotates the camera's lasers to take measurements in three directions, then calculates pipe diameter.

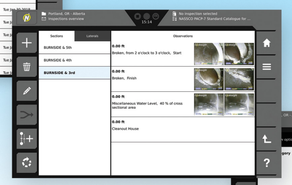
C2: *Bend Measurement.* Align the virtual pipe to the real pipe bend to determine bend angle.

inspection

To create inspections and navigate data, just remember: projects hold inspections, and inspections hold observations.







Project: A project is the "bucket" that holds a collection of related inspections. A *standard project* is designed to hold complete inspections. When you create one, you are prompted to select a defect catalog for observations—for instance PACP 7. A *simple project*, by contrast, is merely a container to store inspection videos and photos.

Inspection: An inspection holds all the observations for a section of pipe. It prompts the user for required structure and inspection data.

Observation: When creating an observation, you can select classifications using drop-downs, or tap "quick input" to enter the code directly.

specifications

display

type . . . . . touchscreen TFT
size . . . . . 10.1"
resolution . . . . . 1280×800
brightness . . . . . 1280 cd/m²
view angle (h/v) . . . . 150°/150°

system

internal memory 32GB
video format . . . MPEG4 AVC/H.264
image format . . . . . JPEG or PNG
interfaces . . . . . USB 2.0 type A (2)
ethernet via RJ45 (1),
analog video via BNC (1),
HDMI (1), Wi-Fi(1)

environmental

protection IP55
operating temp. . . . . 32 to 104°F
storage temp. . . . . -22 to +158°F

physical

housing . . . . . plastic (ABS, PC)
dimensions . . . . . 11.8×10.5×2.8"
weight 4lb

ENVIROSIGHT

Warranty Policy

Effective: September 1, 2022. **Revision 2**

1. **Policy**

a. **Envirosight must accept the claim for all warranty requests for an RMA to be generated, and taken into consideration. The Service Manager/Supervisor is the only authorized member to accept such claims.**

b. Envirosight warrants most products for 12 months from sale to end customer/user for manufacturer defects in materials and workmanship.

c. Demo and Stock systems sold to end customers will retain the balance of the factory warranty from first in-service date and shall not exceed 18 months total from date of sale to sales partner

d. **Abuse and/or improper use by customers is not considered warranty.** This includes operational wear and tear, improper use, and lack of proper and care/maintenance including unauthorized repairs.

e. Warranty registration cards must be sent to Envirosight within 30 days of sale by the Sales Partner for warranty to be considered valid.

f. Warranty won't be considered without basic minimum information which includes but not limited to:

   i. In-service date (Date that was sold to the end-user)
   ii. End customer name and contact information
   iii. Pictures of unit/product to demonstrate condition (data, facts, pictures, etc.)
   iv. Full description of diagnostic that led to the repair. This should include root cause analysis, and corrective action to restore operation (if applicable)

g. If all the information is provided accurately and in a timely manner, Envirosight will accept or deny the RMA warranty request in no more than 2 business days

h. All returns must be packaged properly and secured and shall include with the unit, the RMA form and ID label. If parts are not identified correctly and lost, Envirosight won't take any responsibility

2. Reimbursement

a. Reimbursement/credit requests shall be submitted via the RMA process (web portal) in order to be recognized and processed in the Envirosight system.
b. Upon review, Envirosight may decide to honor warranty for parts and labor; deny warranty, offer a partial reimbursement or provide a courtesy credit.
c. After approval, Envirosight will reimburse partners for repair labor at a rate of $60.00 USD per hour, based on standard repairing times.
d. **Envirosight will not reimburse for diagnostic labor or software updates, road service, travel, recommended dealer truck maintenance etc. Please check with the service team for applicability**
e. Approved reimbursements (credits) will be provided no later than 30 days from receipt of parts or labor-only submittals for warranty reimbursement

3. Loaner Conditions

a. **In the event Envirosight agrees to provide loaner equipment, it is the sole responsibility of the user to cover all shipping charges**
b. Loaner equipment will be provided only if the repair will take longer than expected due:
    - Spare parts not available
    - The repair will take longer than expected due the extend of the repair

c. Loaner must be returned immediately when the repaired unit is returned (physically delivered to the customer or Sales Partner. **If the loaner unit is not returned, Envirosight reserves the right to change the status of the unit from loaned, to rental**
d. If the Sales Partner requests a loaner system, the defective equipment either needs to be returned to the Envirosight NJ. location or progress updates need to be shared with the Envirosight team if the repair happens in a different location in order to have control of the repair times and the loaner use
e. Sales Partner and Customer, take own responsibility of any damages that occur to the loaner equipment, with the understanding that such loaner will be inspected and billed upon return to the Envirosight NJ location if damages are found

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 22, 2024

AGENDA ITEM TITLE

Well 2 and 3 Chlorine Generator Retrofit - Proposal Results & Contract Award (ACTION ITEM) - Scott Bontrager

RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

Evan Timar

DESCRIPTION

The Well 2 and 3 Chlorine Generator Retrofit project includes the procurement of an on-site sodium hypochlorite generation system (OSHGS) to replace the existing chlorine gas system. The transition from chlorine gas to on-site sodium hypochlorite will dramatically reduce safety-related operational concerns for handling, transporting, and use of the disinfection solution. On-site generation will improve independence for chemical production, and provide stable pricing for solution makeup. The on-site sodium hypochlorite generation system, once procured, will be installed by City staff. The City published a request for proposals on December 23, 2023, with sealed proposals due by 2:00 pm, Tuesday, January 9, 2024.

Proposals were opened on January 9, 2024, at which time one (1) proposal was received. The responsive proposal received was submitted by Filtration Technology, Inc. with a bid of $219,250. A proposal analysis letter is included in the Committee packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the proposal from Filtration Technology, Inc., award the contract in the amount of $219,250.00, and authorize staff approval of change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

STAFF RECOMMENDATION

Recommend acceptance of the proposal from Filtration Technology, Inc., award the contract in the amount of $219,250.00, and authorize staff approval of change orders in an amount not to exceed 10% of the contract amount.

OTHER RESOURCES

FISCAL IMPACT

Funds for the Well 2&3 Chlorine Generator Retrofit project would be expended from the Well Capital Improvements Program (330-230-770-64).

PERSONNEL IMPACT

City staff will administer the installation of materials procured.

ATTACHMENTS

1. Well 2&3 Chlorine Generator Retrofit - Proposal Analysis Letter
2. Procurement Agreement_Filration Technology_Final with attachment

January 11, 2024

Scott Bontrager
City of Moscow, Idaho
504 S. Washington Street
Moscow, ID 83843

RE: WELL 2&3 CHLORINE GENERATOR RETROFIT

Dear Scott:

On January 9, 2024, the City of Moscow received one proposal for the Well 2 & 3 Chlorine Generator Retrofit project. The proposal was submitted by Filtration Technology, Inc. with a total proposal price of $219,250.00. A summary of the proposal received is included below:

Bidder	Base Bid Total
Filtration Technology, Inc.	$219,250.00

We focused our review on the base proposal cost and the contents of the proposal packets to ensure that the required information was present. The required information was outlined in the Instructions to Proposers, and Proposal Form, which were all provided in the Contract Documents. We have reviewed the proposal to determine general compliance with the administrative requirements of the proposing phase (i.e., whether each proposal received was responsive) based on the following:

- Proposal received on time in a properly sealed envelope.
- Addenda properly acknowledged.
- Proposal Form was completed in general conformance with the Instructions to Proposers.
- Proposer's Idaho Contractor License number included.
- Proposal signed.
- Insurance requirements in general conformance with the Contract Documents.

Our review did not include the following:

- Verification of the Proposer's business legal status,
- The signatory's authority to sign, and
- Other possible legal reasons for considering the proposal unresponsive.

The proposal documents from Filtration Technology, Inc., appear to be complete and responsive; however, we recommend further review by City legal staff of the Comments and Exceptions to the

contract items provided by Filtration Technology, Inc. to determine what can be accepted and what should be rejected.

Based on this evaluation, it is our opinion that Filtration Technology, Inc. is the lowest responsive proposer, and we recommend that they be considered for award of the contract. Based on our review of the contract documents, and upon completion of further review and concurrence by City legal staff, we recommend the City consider awarding the project to Filtration Technology, Inc. for a total contract price of Two Hundred Nineteen Thousand Two Hundred Fifty and No/100 Dollars ($219,250.00). A copy of Filtration Technology, Inc.'s proposal form and the Proposal Analysis are enclosed for reference.

Please conduct any additional review deemed necessary and provide your authorization of Award and we will move forward with the preparation of the Notice of Award and Contract Documents for Filtration Technology, Inc.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 764-9010.

Sincerely,

David Watkins, P.E.
Area Manager
J-U-B ENGINEERS, Inc.

Enclosures
(1) Proposal Analysis
(1) Filtration Technology, Inc Proposal

Proposal Analysis Summary

PROJECT: **Well 2 & 3 Chlorine Generator Retrofit**
CLIENT: **City of Moscow**
DATE OPENED: **January 9, 2024**

Criteria #	Evaluation Criteria	Proposer Filtration Technology, Inc. 2218 S Crosscreek Ln Boise, ID 83706
1	Proposal received on time in a properly sealed envelope?	Yes
2	Addenda properly acknowledged?	1/4/2024
3	Proposal Form completed in general conformance with the Instructions to Proposers?	Yes
4	Idaho' Contractor's license number included, if required?	Yes
5	Proposal signed?	Yes
6	Insurance requirements in general conformance with the Contract Documents?	Yes
	Total Base Bid Amount	**$ 219,250.00**
	Is Proposal Responsive? (Yes/No)	**Yes**

PROPOSAL FORM FOR PROCUREMENT CONTRACT

ARTICLE 1—BUYER AND PROPOSER

1.01 This Proposal is submitted to:

City of Moscow
Attn: Engineering Division
504 S. Washington Street
Moscow, ID 83843

1.02 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Procurement Contract with Buyer in the form included in the Proposal Documents, and to furnish the Goods and Special Services as specified or indicated in the Proposal Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Proposal Documents.

ARTICLE 2—BASIS OF PROPOSAL EVALUATION

2.01 *Evaluation of Proposals:*

A. The Proposals will be evaluated utilizing the criteria listed below. History from the current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

1. (25 points). Demonstrated competence in the performance of the type of work and equipment to be provided, demonstrated with at least three examples of similar projects within Idaho or Washington.

2. (35 points). Compatibility of chlorine generator system, and all required appurtenances to completely install the system, with technical specification requirements and space provided at site of installation. **Proposer must submit a list of equipment and materials to be supplied and equipment dimensioned cut sheets, including generator, brine tank, filtration units, storage tank and any other appurtenances required for the installation of the system for compatibility with the space provided.**

3. (40 points). Cost and total lead time of all supplied equipment and materials. Lead time estimate must be a reasonably accurate estimate based on current projects.

B. Proposer will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Proposed Price(s):

1. Proposed Price

Item Description	Qty.	Price	Total Proposed Price
Well 2 & 3 Chlorine Generator System and Special Services	1	LS	$219,250.00

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2.02 *Total Proposed Price*

A. The following Total Proposed Price is the Total of All Proposed Price Items from Paragraph 2.01.B. The Total Proposed Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and to final Unit Price.

Total Bid Price	$ 219,250.00

ARTICLE 3—TIME OF COMPLETION

3.01 Proposer agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.

3.02 Proposer accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS PROPOSAL

4.01 The following documents are attached to and made a condition of this Proposal:

A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Proposals.

B. Documentation demonstrating:

1. competence in the performance of the type of work and equipment to be provided.
2. the nature, quality, and relevance of recently completed work and demonstrated ability of the respondent to perform the scope of work within a reasonable time frame.
3. approach to and level of customer support including developing operator friendly HMI, classroom training, onsite training, and post-sales support that will be provided as part of the initial contract.
4. compatibility of chlorine generator system, and all required appurtenances to completely install the system, with technical specification requirements and space provided at site of installation. Proposer must submit initial shop drawings of proposed equipment including generator, brine tank, filtration units, storage tank and any other appurtenances required for the installation of the system for compatibility with the space provided at site of installation.
5. Cost.

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ARTICLE 5—PROPOSER'S ACKNOWLEDGMENTS

5.01 Proposer accepts all terms and conditions of the Instructions to Proposers. This Proposal will remain subject to acceptance for 60 days after the receipt of Proposals, or for such longer period that Proposer may agree to in writing upon request of Buyer.

5.02 Proposer has examined and carefully studied the Proposal Documents, the related data identified in the Proposal Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	JAN. 3, 2024

ARTICLE 6—PROPOSER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Proposer's Representations*

A. In submitting this Proposal, Proposer represents that:

1. Proposer has examined and carefully studied the Procurement Contract Documents.
2. If required by the Instructions to Proposers to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Proposer's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Proposer has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
3. Proposer is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Proposer has carefully studied, considered, and correlated the information known to Proposer with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Proposer.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the Proposal Requirements, that without exception the Proposal (including all Proposal prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

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6.02 *Proposer's Certifications*

A. Proposer certifies that:

1. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

2. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal;

3. Proposer has not solicited or induced any individual or entity to refrain from proposing; and

4. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:

   a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process;

   b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of Buyer, (b) to establish Proposal prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

   c. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Buyer, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and

   d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process.

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This Proposal is offered by:

Proposer: Filtration Technology, Inc.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Date: 1/4/24
(date signed)

Name: Gregg Fisher
(typed or printed)

Title: President
(typed or printed)

(If Proposal is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Lori L. Fisher
(individual's signature)

Title: vice-president
(typed or printed)

Address for giving notices:

7218 S. Crosscreek LN
Boise ID 83706

Designated Representative:

Name: Gregg Fisher
(typed or printed)

Title: President
(typed or printed)

Address:

7218 S. Crosscreek LN
Boise ID 83706

Phone: (208) 336 6611

Email: gfilter@aol.com

License No.: 041748-CC-4

Classification: CC

Limitation: $400,000

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0005383001

STATE OF IDAHO
Office of the secretary of state, Phil McGrane
ANNUAL REPORT
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $0.00

For Office Use Only
-FILED-
File #: 0005383001
Date Filed: 9/5/2023 12:18:36 PM

Entity Name and Mailing Address:

Entity Name:	FILTRATION TECHNOLOGY, INC.
The file number of this entity on the records of the Idaho Secretary of State is:	0000359285
Address	GREGG FISHER 2218 S CROSSCREEK LN BOISE, ID 83706-6707

Entity Details:

Entity Status	Active-Good Standing
This entity is organized under the laws of:	*IDAHO*
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	C116887

The registered agent on record is:

Registered Agent	DEBRHA J. CARNAHAN Registered Agent Physical Address 607 N. 8TH ST., STE. 220 BOISE, ID 83702 Mailing Address

Corporate Officers and Directors:

Name	Title	Business Address
GREGG R FISHER	President	2218 S. CROSSCREEK LN BOISE, ID 83706
Lori L FISHER	*Vice President*	2218 S. CROSSCREEK LN BOISE, ID 83706
Claire H Dickenson	Secretary	2218 S. CROSSCREEK LN BOISE, ID 83706

The annual report must be signed by an authorized signer of the entity.
Job Title: president

GREGG R FISHER — Sign Here
09/05/2023 — Date

B0833-9134 09/05/2023 12:18 PM Received by Office of the Idaho Secretary of State

Filtration Technology, Inc.
A Clear Water Company
Surface Water Treatment
Iron /Arsenic Removal
Industrial Filtration
Odor Control
Disinfection
2218 So. Crosscreek Ln., Boise, ID 83706 • Ph. (208)-336-6611 • Fax (208)-336-6637

January 4, 2024

City of Moscow
ATTN: Engineering Department
504 S Washington St
Moscow, ID 83843

Chlorine Generation System, City Wells 2 & 3

Article 2 Basis of Proposal Evaluation

2.01 Evaluation of Proposals

A.1
Filtration Technology, Inc. is the DeNora MIOX on-site chlorine generator distributor specifically for the State of Idaho with multiple references throughout the state as well as other systems in eastern Washington and California. We are factory authorized thru stringent training to install, start-up and train operators.

References:
City of Moscow Well 6 and 10.

Others (# of generators indicated in parentheses):
City of Rathdrum (2), City of Coeur d'Alene (5), City of Kimberly (3), City of Twin Falls (3), City of Payette (5), City of Colville, WA (1), City of Pullman, WA (2), City of Post Falls (3), City of Jerome (1), Sequoia & Kings Canyon National Park, CA (1), Villa del Monte Mutual Water Co, CA (1)

Note: Latest generator installed at the City of Twin Falls was the same size and same voltage generator that is specified for this project

A.2
Filtration Technology, Inc. has visited the site with the City of Moscow water operator to confirm all supplied equipment as per the specifications will fit in the room. Equipment to be provided:

- Two (2) 20" raw water Big Blue filter vessels with clear bowl and wall mount PVC

supports, initial plus one replacement set of cartridges

- On-site chlorine generator, spare parts, hydrogen monitor, as per spec
- Softener as per spec
- Brine tank, float assembly, BrineGuard, 48" X 12" deep PVC support step-up with metal grip grating, as per spec
- Oxidant tank with two (2) outlet bulkheads, liquid level transducer and controller as per spec
- Two (2) chemical feed pumps with duplex PVC wall mount support assembly, two (2) accessory packages with two (2) wall mount support assemblies as per spec
- Start-up and training

A.3. Lead Time: See below under Comments/Exceptions to the Specifications

Article 3 Time of Completion

- See 2.02 *Schedule of Procurement Contract Times* exception below

Article 4 Attachments To This Proposal

4.01 A

- Addressed above

4.01 B, 1 & 2

- Addressed above

4.01 B, 3

- City of Moscow's Water Dept can attest to our training and support

4.01 B, 4.

- See attached product dimensional sheets and room drawing

<u>Comments and Exceptions to the Specifications:</u>

<u>AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT</u>
Article 2 Procurement Contract Times

Exception:
2.02 *Schedule of Procurement Contract Times*
"Deliver Acceptable Goods to Point of Destination"

- Change to 12 weeks
- We are confident we will have "almost" all equipment on site in <8 weeks but the factory has advised the chemical feed pumps would ship in 8-10 weeks + add 1 week for transit

Exception/Comment:
2.04 Liquidated Damages

- No exception shall be taken if the City agrees to the 12 week schedule as discussed above

SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT
Article 5 - Bonds and Insurance

Exception/Comment:
5.02 H 2.

- Filtration Technology, Inc.'s standard annual aggregate liability insurance is 2,000,000 (see attached). If this needs to be increased to $5,000.00, add $2,500.00 to the bid price.

Technical Specification & Plans, Spec Section 15130

Exception:

- 1.6 A Warranty is 1 year

Thank you and please call should you have any questions.

Gregg Fisher
Filtration Technology, Inc.
(208) 336-6611

4.01 B 4

DE NORA
our research · your future

Vault™ Self Cleaning HYPO Specifications

The MIOX Vault™ on-site generator is designed for high efficiency, low lifecycle cost, durability and reliability. The self-cleaning Vault with self-adjusting flow control is virtually maintenance free. With over 40% improved salt and energy efficiencies and a new self-cleaning system, the Vault is built for cost-effective, problem-free operation. The Vault features an easy-to-upgrade cell to convert between sodium hypochlorite and advanced mixed oxidant with expandable capacity for the ultimate flexibility. Using just salt and power to generate a dilute chlorine-based solution eliminates the storage and handling of hazardous disinfection chemicals while providing chlorine residual.

	CLORTEC-25-V-SC	CLORTEC-50-V-SC	CLORTEC-75-V-SC	CLORTEC-100-V-SC
	H Vault 25	H Vault 50	H Vault 75	H Vault 100
Rated FAC Capacity	25 lbs/day 11.3 kg/day	50 lbs/day 22.7 kg/day	75 lbs/day 34 kg/day	100 lbs/day 45.4 kg/day
Salt Conversion	3.0 lb salt/lb FAC 3.0 kg salt/kg FAC			
Energy Conversion (ECF)*	2.0 kW-hr/lb FAC 4.4 kW-hr/kg FAC			
FAC Concentration*	6,500 mg/L (+/- 1,000)			
Flow Rate^	22.5 gph 85.2 lph	45 gph 170.4 lph	67.5 gph 255.6 lph	90 gph 340.8 lph
Nominal Energy to Unit @ 480V	3.5 A 3 KVA	7 A 6 KVA	10.5 A 9 KVA	14 A 12 KVA
Electrical Service Requirement (OSG only)+	3-Ph(~) Wye 380-530 VAC 50/60 Hz, 15A	3-Ph(~) Wye 380-530 VAC 50/60 Hz, 25A	3-Ph(~) Wye 380-530 VAC 50/60 Hz, 35A	
Air Temp. Required	45° to 110° F 7° to 43° C			
Recommended Feed Water Temperature*	55° to 80° F 12° to 27° C			
Allowable Feed Water	40° to 95° F 5° to 35° C			
Feed Water Pressure	35 to 100 psi 241 to 689 kPa			
Water Hardness	0 - 17 mg/L (1 grain/gallon)			
Maximum Silica Limit	20 mg/L			
Energy Add for Internal Vent	0.7 kW	1.4 kW	2.1 kW	2.8 kW
Approximate Dimensions (WxDxH)	36 x 17.4 x 65.5 inches 91.44 x 44.2 x 166.37 cm			
Self Cleaning	YES			

*Performance may vary depending on salt quality, water quality, and water temperature. ^Feed water flow rate is subject to +/- 15% variation.
+For 3-Phase Delta applications, contact MIOX.

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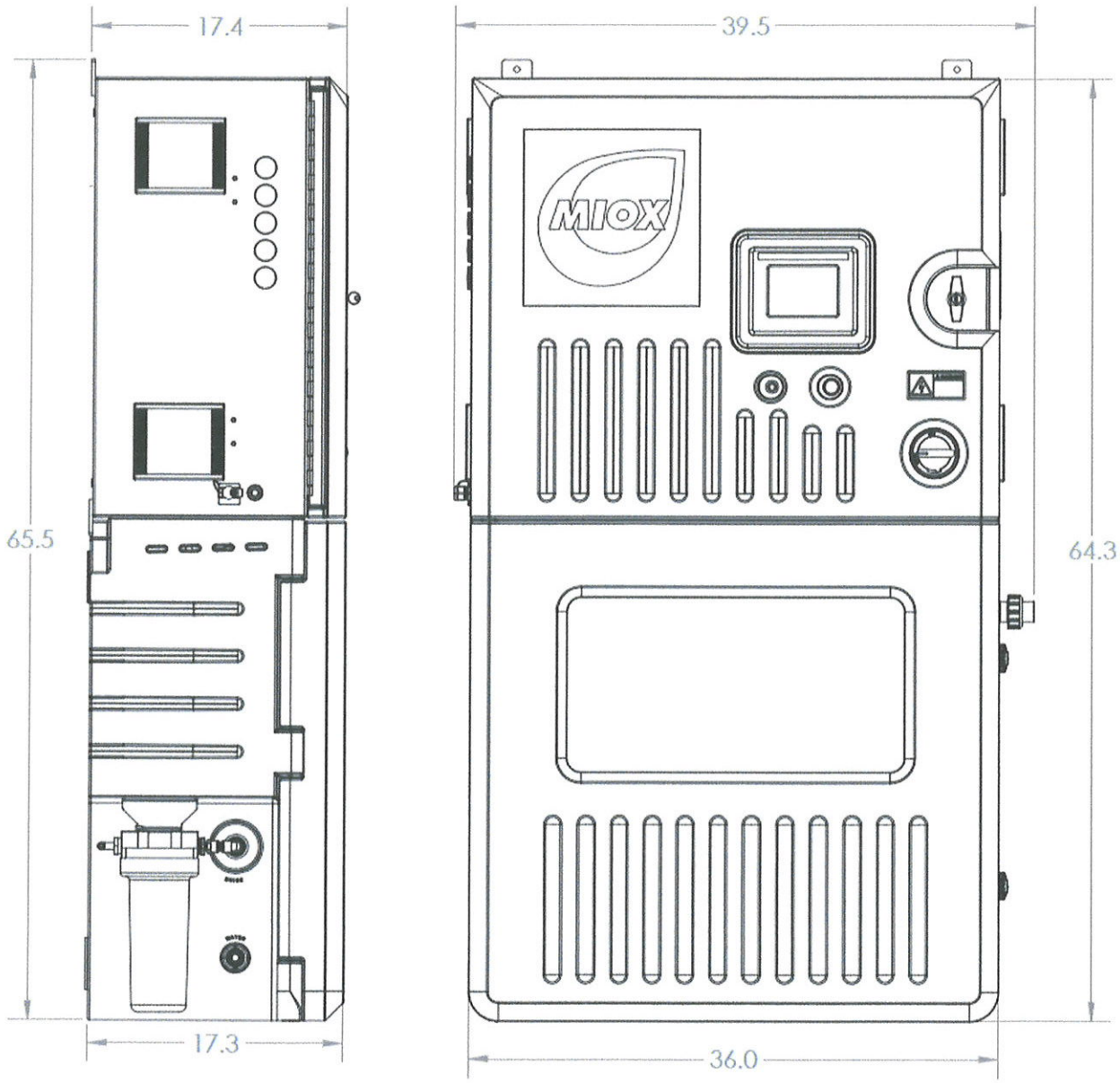
Vault Drawing



REFERENCE GENERAL ARRANGEMENT DRAWING 112-00001

FOR INSTALLATION REQUIREMENTS

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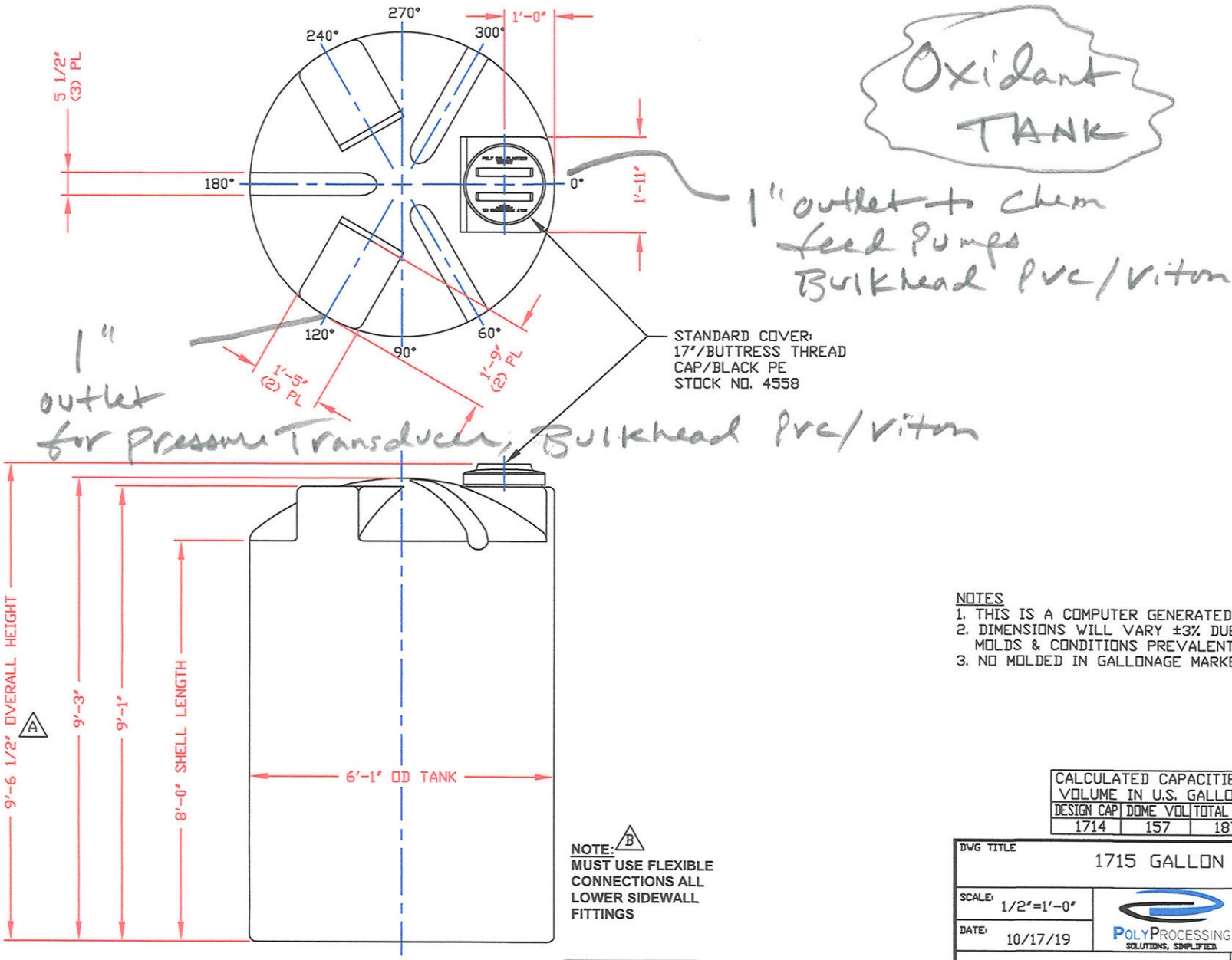


Oxidant TANK

1" outlet to chem feed pumps Bulkhead PVC/Viton

1" outlet for Pressure Transducer, Bulkhead PVC/Viton

NOTES
1. THIS IS A COMPUTER GENERATED DWG. DO NOT REVISE BY HAND.
2. DIMENSIONS WILL VARY ±3% DUE TO VARIATIONS IN MULTIPLE MOLDS & CONDITIONS PREVALENT DURING MANUFACTURE & USAGE.
3. NO MOLDED IN GALLONAGE MARKERS THIS TANK

NOTE: B
MUST USE FLEXIBLE CONNECTIONS ALL LOWER SIDEWALL FITTINGS

CALCULATED CAPACITIES/ VOLUME IN U.S. GALLONS		
DESIGN CAP	DOME VOL	TOTAL VOL
1714	157	1871

CONFIDENTIAL PROPERTY OF POLY PROCESSING COMPANY NOT FOR REPRINT OR USE WITHOUT PERMISSION

DWG TITLE: 1715 GALLON UPRIGHT TANK

SCALE: 1/2"=1'-0"
DATE: 10/17/19

POLYPROCESSING SOLUTIONS, SIMPLIFIED
Western Region
P.O. Box 68
5833 South Ash Street
French Camp, CA 95231
(209) 982-9204
FAX (209) 982-0485

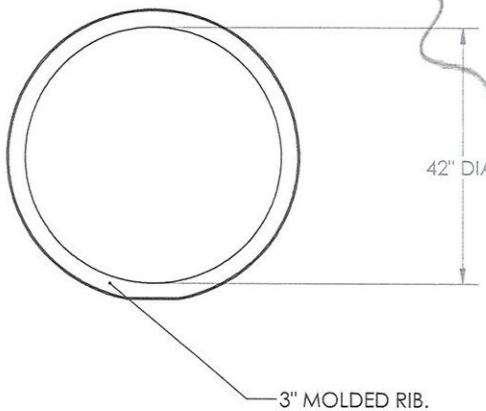
DR: B. HARPER
CK:

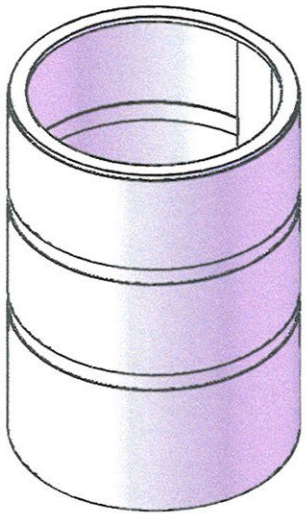
SHEET	COMPUTER FILE	REV
1 OF 1	VERT-01715	B

REV 'B' ADDED FITTING NOTE BY:JB 3/19/03 CK:MBW
REV 'A' ADDED DIMENSION BY:JB 10/17/02 CK:MBW

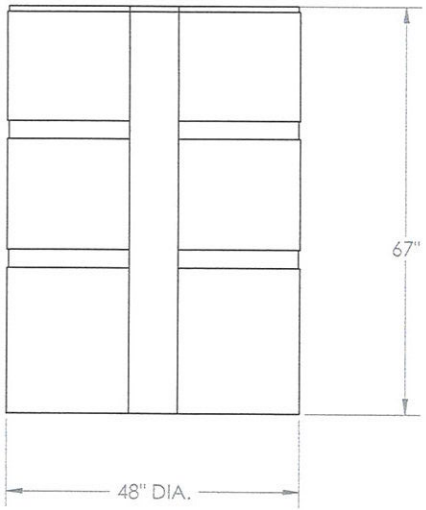
B-5

BRINE TANK





Float + Brine Guard shipped loose



NOTES:

1. MATERIAL: POLYETHYLENE
2. WEIGHT: 100 LBS.

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF <INSERT COMPANY NAME HERE>. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF <INSERT COMPANY NAME HERE> IS PROHIBITED.

NEXT ASSY	USED ON
APPLICATION	

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL ±
ANGULAR: MACH ± BEND ±
TWO PLACE DECIMAL ±
THREE PLACE DECIMAL ±
INTERPRET GEOMETRIC TOLERANCING PER:
MATERIAL
FINISH
DO NOT SCALE DRAWING

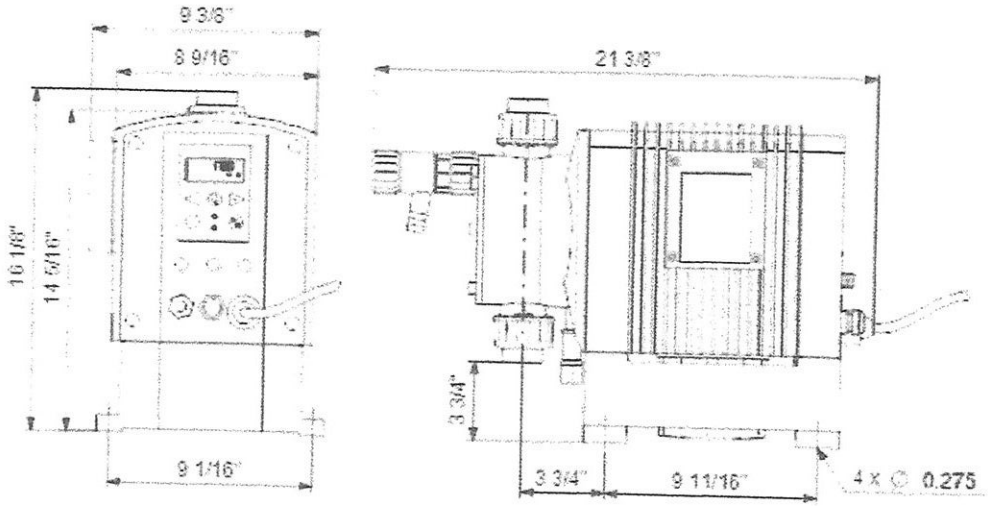
	NAME	DATE
DRAWN	EBW	6/3/09
CHECKED		
ENG APPR.		
MFG APPR.		
Q.A.		
COMMENTS:		

CUSTOM ROTO-MOLDING, INC.

TITLE: 500 GALLON OPEN TOP TANK

SIZE B | DWG. NO. 500 OTT | REV

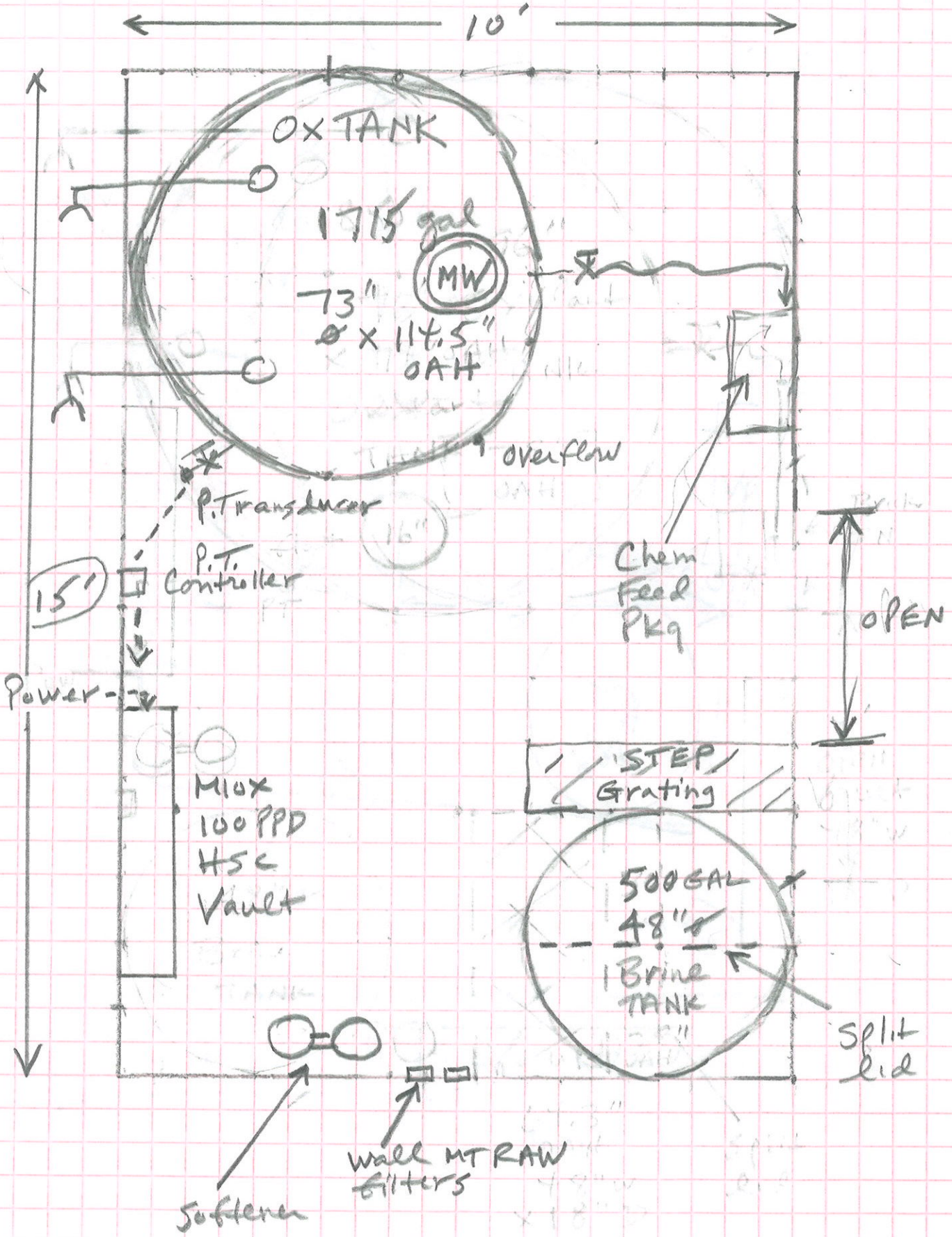
SCALE: 1:20 WEIGHT: SHEET 1 OF 1



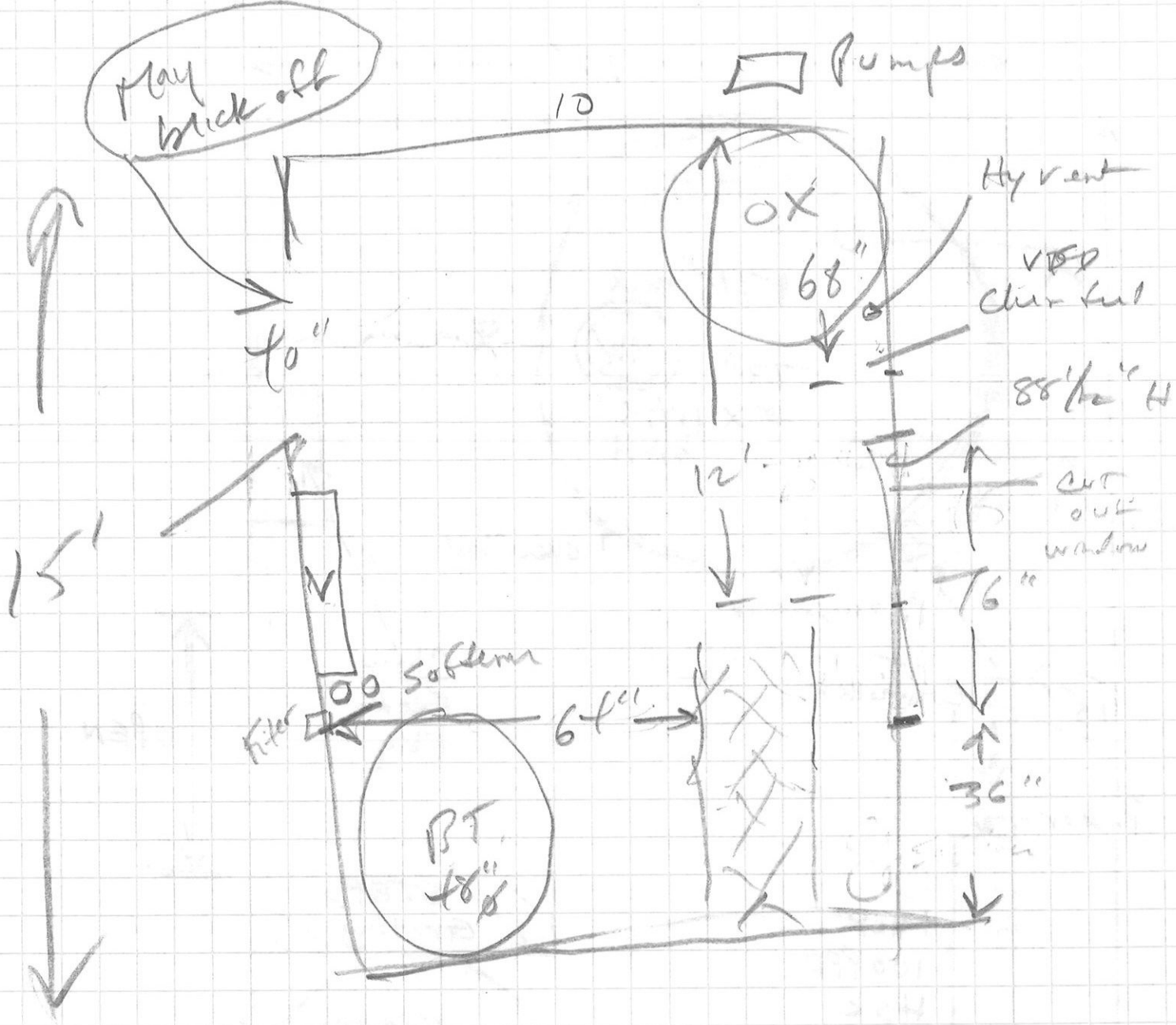
Chem Feed Pumps

(2) Pumps on (1) wall PVC Assy
Approx 36"W x 12"D

Wall PVC Assy for pump Accessories
to be mounted directly above



Moscow well 2+3 1sq = 6"



Same ox size as well 10

Moscow well 2 + 3

11/21

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2023

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

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

PRODUCER

SILVER KEY INSURANCE
9201 W Overland Rd
BOISE, ID 83709

CONTACT NAME: RON-HOPPINS
PHONE (A/C, No, Ext): 208 258 2020 FAX (A/C, No): 208 939 6129
E-MAIL ADDRESS: ron@silverkeyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AUTO OWNERS INSURANCE CO	18988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

FILTRATION TECHNOLOGY INC
2218 S CROSSCREEK LN
BOISE, ID 83706-6707

COVERAGES CERTIFICATE NUMBER: 00020506-111375 REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	57839683	04/13/2023	04/13/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	4983968300	04/13/2023	04/13/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UNIVAR is listed as Additional Insured with respect to General Liability where required by written contract.

CERTIFICATE HOLDER

UNIVAR
YVETT BASHAW-PRODUCT MANAGEMENT
3075 HIGHLAND PKWY SUITE #200
DOWNERS GROVE, IL 60515-1288

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(RWH)

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between City of Moscow, Idaho ("Buyer") and **Filtration Technology, Inc.** ("Seller").

Whereas, pursuant to the request of Buyer, through a "Request for Proposal" for Well 2 & 3 Chlorine, see Attachment "A", incorporated herein by this reference, Seller submitted a Bid Proposal, see Attachment "B", incorporated herein by this reference; and

Whereas, Buyer has determined said Bid was the lowest responsive Bid Proposal and has accepted Seller's Bid Proposal;

Now Therefore, Buyer and Seller hereby agree as follows:

Terms used in this Procurement Agreement have the meanings stated in the General Conditions and the Supplementary Conditions of the Procurement Contract, included in Attachment "A".

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents, defined in Article 6. The Goods and Special Services are generally described as follows: chlorine generator and all required appurtenances for installation.

1.02 *The Project*

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: City of Moscow, Idaho Well 2 & 3 Chlorine Generator Retrofit Procurement, see Attachment "A".

1.03 *Engineer*

A. Buyer has retained J-U-B ENGINEERS, Inc. ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

A. The Point of Destination is designated as: 120 West A Street, Moscow, ID 83843.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

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2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings	2 weeks from Notice to Proceed	
Deliver acceptable Goods to Point of Destination	12 weeks from Notice to Proceed	
Commence Special Services for Goods	2 weeks from Buyer notification they are ready for Special Services	
Complete Special Services for Goods	2 weeks from Special Services Commencement	
Readiness for Final Inspection and Acceptance of Goods and Special Services	4 Weeks from Special Services Commencement	

2.03 *Shop Drawings and Samples*

A. *Submittal of Shop Drawings and Samples*: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.

B. *Engineer's Review*: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within seven (7) days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer $250 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

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ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.

B. Buyer shall pay Seller a Lump Sum of **$219,250.00** for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents.

C. For all Unit Price Goods and Special Services furnished by Seller in accordance with the Procurement Contract Documents, Buyer shall pay Seller an amount equal to the sum of the extended prices (established for each separately identified unit price item by multiplying the unit price times the actual quantity of that item).

Unit Price Goods and Special Services					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	**Well 2 & 3 Chlorine Generator System and Special Services**	**LS**	**1**	**$219,250.00**	**$219,250.00**
				$	$
				$	$
				$	$
				$	$
Total of all Extended Prices for Unit Price items (subject to final adjustment based on actual quantities)					**$219,250.00**

1. The extended prices set forth as of the Effective Date of the Procurement Contract for unit price items are based on estimated quantities.

2. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Procurement Contract Price. Payments to Seller for Unit Price Goods and Special Services will be based on actual quantities.

3. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified unit price item.

4. Engineer will determine the actual quantities and classifications of unit price items furnished by Seller. Engineer will review with Seller the Engineer's preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). Engineer's written decision will be final and binding upon Buyer and Seller (except as modified by Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.

5. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.

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D. Buyer's Contingency Allowance is stipulated **as $0**. Buyer's use of such allowance, if any, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.

E. The Total Price is $**219,250.00.** Such Total Price is comprised of the Lump Sum amount taking into account any accepted alternates, Unit Price Goods and Special Services amount, if any, subject to final adjustment, and Buyer's Contingency Allowance, if any, subject to final adjustment.

3.02 *Procurement Contract Price and Total Price—Based on Attached Bid*

A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as Exhibit "B", subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. [Receipt of Approval of Shop Drawings and Samples]	**10**
2. [Completion of acceptable factory testing (if any)]	**5**
3. [Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents]	**70**
4. [Completion of Special Services in accordance with Procurement Contract Documents]	**10**
5. Final Payment: [Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents]	**5**
Total Procurement Contract Price	100

B. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance

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payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.

C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

A. All amounts not paid when due will bear interest at the rate of three percent per annum.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

A. In the event the Buyer hires a general contractor, the proposer agrees without limitation unilateral assignment of the contract by the Buyer to their general contractor. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, will be assigned to the general contractor. Unless specifically stated to the contrary, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

A. The Procurement Contract Documents consist of the following:

1. This Procurement Agreement.
2. General Conditions of the Procurement Contract, included in Attachment "A".
3. Supplementary Conditions of the Procurement Contract, included in Attachment "A".
4. Procurement Specifications as listed in the Procurement Package, included in Attachment "A".
5. Procurement Drawings:
   a. consisting of sheets numbered 1 through 2, inclusive, with each sheet bearing the following general title: MOSCOW WELL 2 & 3 CHLORINE GENERATOR RETROFIT, included in Attachment "A".
6. Addenda Numbers 1, included in Attachment "C" and incorporated herein by this reference.
7. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
8. Exhibits and Attachments to this Procurement Agreement, which includes the Seller's Bid Proposal and Attachments as provided in Attachment "B":

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a. Documentation submitted by Seller includes State of Idaho Annual Report, Seller Summary Letter, Vault Self Cleaning HYPO Specifications, Vault Drawing, Oxidant Tank Drawing, Brine Tank Drawing, Chem Feed Pumps Drawing, Moscow Well 2 & 3 Drawing and Certificate of Liability Insurance.

9. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:

   a. Change Orders;

   b. Change Directives; and

   c. Field Orders.

B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).

C. There are no Procurement Contract Documents other than those listed above.

D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

1. Seller has examined and carefully studied the Procurement Contract Documents.

2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

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7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—CONFIDENTIALITY

8.01 *Confidential Information*

A. Under the Idaho Public Records Act, Idaho Code Title 74, Chapter 1, records received from Seller and certain records produced by Seller in the performance of the Agreement may be open to public inspection and copying unless exempt from disclosure. Upon request, Seller shall provide records subject to inspection under Idaho Code section 74-102 and not maintained by the Buyer. In any record provided to Buyer, Seller shall clearly designate individual portions of records that it desires to keep exempt as "exempt" on each page of the documents and shall indicate the basis for the exemption, by including the specific section of the Idaho Code that allows the record to be exempt. Buyer will not accept a legend or statement on one page that all, or substantially all, of a document is exempt from disclosure. Seller shall indemnify and defend Buyer against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring Seller's designation of exempt records or for Seller's failure to designate records as exempt. Seller's failure to designate as exempt any record that is released by Buyer shall constitute a complete waiver of any and all claims for damages caused by the release. If Buyer receives a request for materials claimed to be exempt by Seller, Seller shall provide the legal defense for the claim and pay all expenses incurred by Buyer in connection with the request.

B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required

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information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

8.02 *Disclosure of Confidential Information*

A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.

B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:

1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;

2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;

3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;

4. Buyer has a good faith belief that disclosure is required or justified; or

5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

8.03 *Waiver of Immunity*

A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 9—WAIVER

9.01 *Waiver of Consequential Damages*

A. Seller waives against Buyer, and against the Buyer's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this waiver do not apply to or limit any claim by Buyer against the Seller based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to

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or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

ARTICLE 10—ADDITIONAL PROVISIONS

10.01 *Anti-Boycott Against Israel Act*

A. Seller certifies it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.

10.02 *Ownership or Operation by China*

A. Pursuant to Idaho Code § 67-2359, Seller certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

10.03 *No Public Funds for Abortion Act*

A. Pursuant to Idaho Code Title 18 Chapter 87, Seller certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion-related activity.

ARTICLE 11— MODIFICATIONS TO PROCUREMENT CONTRACT

11.01 Supplementary Conditions of the Procurement Contract

A. Buyer and Seller agree to modify Section 5.02 H. 2 of the Procurement Contract Documents, included herein as Attachment "A", to reflect a General Aggregate policy limit of not less than $2,000,000, instead of the $5,000,000 currently listed.

11.02 Technical Specifications & Plans, Section 15130

A. Buyer and Seller agree to modify Part 1, Section 1.6 A. of Section 15130 of the Technical Specifications and Plans of the Procurement Contract Documents, included herein as Attachment "A", to reflect a warranty period of one (1) year, instead of the two (2) years currently listed.

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IN WITNESS WHEREOF, Buyer and Seller each certify under the penalty of perjury pursuant to the law of the State of Idaho, that each is the authorized agent to bind their organization to this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is the _____ **day of** _____**, 2024.**

Buyer	Seller
City of Moscow, Idaho	Filtration Technology, Inc.
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: Arthur D. Bettge	Name: Gregg Fisher
(typed or printed)	*(typed or printed)*
Title: Mayor	Title: President
(typed or printed)	*(typed or printed)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: Moscow City Clerk	Title: Vice President
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
206 E. Third St.	2218 S. Crosscreek Ln.
PO Box 9203	Boise, ID 83706
Moscow, ID 83843	
Designated Representative:	Designated Representative:
Name: Evan Timar	Name: Gregg Fisher
(typed or printed)	*(typed or printed)*
Title: Public Utility Manager Water & Sewer	Title: President
(typed or printed)	*(typed or printed)*
Address:	Address:
206 E. Third St.	2218 S. Crosscreek Ln.
PO Box 9203	Boise, ID 83706
Moscow, ID 83843	
Phone: 208-883-7091	Phone: 208-336-6611
Email: etimar@ci.moscow.id.us	Email: gffilter@aol.com

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City of Moscow

Latah County, Idaho

Well 2 & 3 Chlorine Generator Retrofit

DECEMBER 2023

PROCUREMENT

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

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CITY OF MOSCOW
WELL 2 & 3 CHLORINE GENERATOR RETROFIT PROCUREMENT

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P800 Supplementary Conditions of the Procurement Contract

Attachments

City of Moscow Well 2 & 3 Chlorine Generator Retrofit Technical Specifications and Plans

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REQUEST FOR PROPOSAL

The City of Moscow, Idaho is accepting proposals to be submitted to the business office of the Community Development Engineering Division at 504 S. Washington Street, Moscow, Idaho 83843 and clearly marked "**Proposal Enclosed – Well 2 & 3 Chlorine Generator Retrofit Procurement**", until **2:00 P.M.** prevailing local time, **Tuesday, January 9, 2024**, for the following project:

WELL 2 & 3 CHLORINE GENERATOR RETROFIT PROCUREMENT

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 providing a chlorine generation system to the City for Well 2 & 3.

Complete digital Proposal Documents may be viewed at www.questcdn.com via the link provided on The City of Moscow website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "Well 2 & 3 Chlorine Generator Retrofit Procurement"

Once on the Quest site, you may download the digital documents for a **non-refundable fee of $5.00**. The Quest project number is **8901293**. Please contact questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, or working with the 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 Proposal Documents may also be examined at the following locations:

- Community Development Engineering Division, 504 S. Washington Street, Moscow, Idaho 83843

Questions should be directed to David Watkins, J-U-B Engineers, Inc. via email only at: dwatkins@jub.com

A Pre-Proposal Conference will not be held.

The Seller shall not discriminate on the basis 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 in the performance of this contract. Failure by the Seller to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. An Idaho Public Works License is not required to submit a proposal.

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

The City reserves the right to reject any or all Proposals, to waive any formality in the Proposal Documents, and to make selection to the most responsive, responsible, and qualified Proposer as it may best serve the interest of the City.

_____

Britany Luft, Deputy City Clerk

Publish Dates: 12/23/23 and 12/30/23

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INSTRUCTIONS TO PROPOSERS FOR PROCUREMENT CONTRACT

ARTICLE 1—DEFINED TERMS

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

A. *Issuing Office*—The office from which the Proposal Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2—PROCUREMENT PROPOSAL DOCUMENTS

2.01 Proposers may obtain complete sets of the Procurement Documents stated in the Request for Proposal from the Issuing Office. Proposers must obtain a complete set of the Procurement Contract Documents as listed in the Procurement Agreement.

2.02 Proposer must use a complete set of the Proposal Documents in preparing the Proposal; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

2.03 Buyer and Engineer make copies of Proposal Documents available on the above terms only for obtaining Proposals for furnishing Goods and Special Services, and do not authorize or confer a license for any other use.

ARTICLE 3—QUALIFICATIONS OF PROPOSERS

3.01 Buyer may at any time conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Proposer, and after the opening of Proposals may require a Proposer to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience providing goods and services comparable to the specified Goods and Special Services.

3.02 Proposer is to carefully review those portions of the Proposal Form requiring Proposer's representations and certifications.

3.03 Proposer shall submit a qualifications statement with the Proposal, including financial data and documentation of previous experience providing comparable goods and services, to demonstrate Proposer's qualifications to furnish the specified Goods and Special Services.

ARTICLE 4—SITE VISIT; PRE-PROPOSAL CONFERENCE

4.01 Buyer recommends that Proposer visit the Point of Destination and the site where the Goods are to be installed and Special Services will be provided, taking into account observable local and site conditions that may affect the delivery, cost, progress, and furnishing of the Goods and Special Services. Arrangements for such a visit may be made through Buyer.

4.02 A pre-Proposal conference will not be held for this procurement.

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ARTICLE 5—INTERPRETATIONS AND ADDENDA

5.01 All questions about the meaning or intent of the Procurement Documents are to be submitted to Engineer in writing at:

Via email to: dwatkins@jub.com

5.02 Interpretations or clarifications considered necessary by Engineer in response to such written questions will be issued by Addenda uploaded to QuestCDN for all parties recorded as having received the Proposal Documents. Questions received less than 3 days prior to the date for opening of Proposals will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Proposal and will not be binding or legally effective.

5.03 Addenda may be issued to clarify, correct, or change the Proposal Documents as deemed advisable by Buyer or Engineer. Addenda will only be sent to proposers who received the Proposal Documents from the Issuing Office.

ARTICLE 6—PROPOSAL SECURITY

Not used.

ARTICLE 7—PROCUREMENT CONTRACT TIMES

7.01 See applicable provisions in the Procurement Agreement.

ARTICLE 8—LIQUIDATED DAMAGES

8.01 Any provisions for liquidated damages, such as those for Seller's failure to attain a specified Milestone such as the delivery of the Goods, are set forth in the Procurement Agreement.

ARTICLE 9—CONFIDENTIALITY OF PROPOSAL INFORMATION

9.01 If Buyer is requested to disclose confidential information, becomes legally compelled to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by these Proposal Requirements, Buyer will provide Proposer with prompt notice so Proposer may seek a protective order or other appropriate remedy. Proposer will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.

9.02 Buyer's obligations with respect to confidential information are nullified by the following exceptions:

A. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;

B. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the date of Proposal submittal;

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C. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;

D. Buyer concludes in good faith that the information is not confidential, or that disclosure is required or justified; or

E. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

9.03 Notwithstanding any other provision of the Proposal Documents, it is stipulated and agreed that by accepting a Proposal, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 10—"OR-EQUAL" ITEMS

10.01 The Procurement Contract, if awarded, will be based on materials and equipment specified or described in the Proposal Documents. Proposers may propose "or equal" materials and equipment, which if approved by Engineer will be identified by Addendum. The materials and equipment described in the Proposal Documents establish a standard of required type, function, and quality to be met by any proposed "or-equal" item. No item of material or equipment will be considered by Engineer as an "or-equal" unless written request for approval has been submitted by Proposer and has been received by Engineer no later than 3 days after the advertisement or invitation to Proposal is first issued. Each such request shall conform to the requirements of Paragraph 7.04 of the General Conditions. The burden of proof of the merit of the proposed item is upon Proposer. Engineer's decision of approval or disapproval of a proposed item as an equal will be final. Proposers shall not rely upon approvals unless set forth in an Addendum.

ARTICLE 11—PREPARATION OF PROPOSAL

11.01 The Proposal Form is included with the Proposal Documents. Additional copies of Proposal Documents may be obtained from the Issuing Office.

11.02 All blanks on the Proposal Form must be completed and the Proposal Form must be signed by an individual authorized to act on behalf of the Proposer. Alterations must be initialed by an individual authorized to act on behalf of the Proposer. A Proposal price must be indicated for each item in the Proposal Form.

11.03 To be considered responsive, proposals must address all items identified in this section. Some items require that the Proposer provide a detailed response or attachments. Failure to provide a complete response may be grounds for rejection of the proposal. Proposal should be prepared in such a way as to provide a straightforward and concise discussion of the Proposer's ability to provide the goods and services that best satisfy the requirements herein and the needs of the District. Elaborate or unnecessarily lengthy documents are discouraged. Emphasis should be

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concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

11.04 In order to facilitate evaluation and comparison, proposals should be submitted in the format described in Article 12. All requirements and requests for information in the proposal must be responded to. Failure to comply with this requirement may be cause for rejection.

11.05 Proposer must acknowledge all Addenda by filling in the number and date of each Addendum in the Proposal Form and sign where indicated to verify that the Addenda were received. A Proposal that does not acknowledge receipt of all Addenda may be considered non-responsive.

11.06 Proposer shall:

A. Sign the Proposal Form as indicated in the Proposal Form.

B. Include evidence of authority to sign.

C. Provide information on the individual to be contacted for any communications regarding the Proposal.

D. Provide evidence of the Proposer's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.

11.07 The responsibilities of each Proposer submitting a Proposal are described in the Proposer's representations and certifications set forth in Article 6 of the Proposal Form.

ARTICLE 12—BASIS OF SELECTION; COMPARISON OF PROPOSALS

12.01 *Evaluation of Proposals*

A. The Proposals will be evaluated utilizing the criteria listed below. History from the current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

B. Evaluation criteria are established in Article 2.01 of the Proposal Form.

C. Discrepancies between the indicated sum of any column of figures and the arithmetically correct sum will be resolved in favor of the arithmetically correct sum.

ARTICLE 13—SUBMITTAL OF PROPOSAL

13.01 Proposer shall refer to the Invitation to Proposal for specific identification of the date, time, and place where Proposals are to be submitted.

13.02 Proposer must submit one separate unbound copy of the completed Proposal Form and the other documents required to be submitted under the terms of Article 4 of the Proposal Form.

13.03 A Proposal must be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Proposal. Submit the Proposal in an envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Proposal is submitted) and the name and address of Proposer. Enclose the Proposal security and other documents required to be submitted with the Proposal as listed in the Proposal Form. If a Proposal is sent by mail or other delivery system, the sealed envelope containing the

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Proposal shall be enclosed in a separate package plainly marked on the outside with the notation "PROPOSAL ENCLOSED."

ARTICLE 14—MODIFICATION OR WITHDRAWAL OF PROPOSAL

14.01 A Proposal may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals.

ARTICLE 15—OPENING OF PROPOSALS

15.01 Proposals will be publicly opened at the time and place indicated in the advertisement or invitation to bid and read aloud, unless obviously non-responsive. An abstract of the amounts of the Base Proposals and Alternate Proposals, if any, will be made available to Proposers after Proposals have been opened and reviewed by the Buyer.

ARTICLE 16—PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 Buyer reserves the right to reject any and all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services.

16.02 Buyer will reject the Bid of any Proposer that Buyer finds, after reasonable inquiry and evaluation, to not be responsible.

16.03 In evaluating Proposals, Buyer will consider whether the Proposals comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Proposers prior to a Notice of Award.

16.04 If Buyer awards the Procurement Contract, such award will be to the responsible Proposer based on the Evaluation of Proposals, Article 12.01.

ARTICLE 17—BONDS AND INSURANCE

17.01 Article 5 of the General Conditions and Article 5 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Proposer delivers the signed Procurement Agreement to Buyer, it must be accompanied by such bonds and acceptable evidence of insurance.

ARTICLE 18—SIGNING OF PROCUREMENT AGREEMENT

18.01 When Buyer issues a Notice of Award to the Successful Proposer, it will be accompanied by the unsigned counterparts of the Procurement Agreement along with the other Procurement Contract Documents identified in the Procurement Agreement. Within 15 days thereafter, Successful Proposer must execute and deliver the required number of counterparts of the Procurement Agreement and any bonds and insurance documentation required to be delivered by the Procurement Contract Documents to Buyer. Within 10 days thereafter, Buyer will deliver one fully executed counterpart of the Procurement Agreement to Successful Proposer, together

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with printed and electronic copies of the Procurement Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 19—SALES AND USE TAXES

19.01 There is no general contractor planned on this project. The Buyer intends to self-perform the installation. In the event the Buyer decides to hire a general contractor and assign this contract to them, the parties acknowledge that the general contractor who installs the equipment purchased by the Buyer must pay use tax on the chlorine generator system after assignment of the procurement contract. Also, to the extent the general contractor purchases the chlorine generator system from the vendor after the assignment of the procurement contract, the chlorine generator system vendor will be required to collect sales tax from the general contractor.

19.02 Owner is exempt from paying any sales and use taxes.

ARTICLE 20—PROCUREMENT CONTRACT TO BE ASSIGNED

In the event that the procurement contract is assigned to a general contractor, the following will apply:

Proposer's attention is directed to the provisions of Article 5 of the Procurement Agreement which provide for the assignment of the Procurement Contract to a construction contractor designated by the Buyer to install the chlorine generator system. Successful Proposer (Seller) will be required to perform the Procurement Contract after it has been assigned to the construction contractor (Contractor Assignee) in accordance with the provisions in the Procurement Contract. Timing of the assignment is addressed in the Procurement Agreement. Forms documenting the assignment of the Procurement Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Procurement Agreement.

The following articles will be used in the Invitation to Bid for the construction contract.

ARTICLE AA—Procurement Contract to be Assigned

AA.01 Owner as "Buyer" will execute a procurement contract with [name of seller] as "Seller" for the procurement of goods and special services for [name of procurement]. The materials and equipment to be provided through the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. Owner will assign said procurement contract to Contractor as set forth in the Agreement. Contractor will accept the assignment, as

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Buyer (Contractor/Assignee), and will be responsible to Owner for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor.

AA.02 Bidders may examine the contract documents for the procurement of goods and special services for [name of project] at [location for viewing procurement contract documents].

ARTICLE BB—Bidder's Acknowledgments

BB.01 Bidder acknowledges the provisions of the Agreement as to the assignment of the specified contract for procurement of goods and special services for [name of procurement].

ARTICLE CC—Miscellaneous

CC.01 The contract between Owner as "Buyer" and [name of seller] as "Seller" for procurement of goods and special services ("Procurement Contract") for [name of procurement] [is hereby] [will be] assigned to Contractor by Owner, and Contractor [accepts] [will accept] such assignment. A form documenting the assignment is attached as an exhibit to this Agreement.

CC.02 This assignment will occur on [the Effective Date of the Agreement] [other specified date] and will relieve the Owner as Buyer from all further obligations and liabilities under the Procurement Contract. Contractor, as Buyer (Contractor/Assignee) following assignment, will assume full responsibility to Owner for the performance of obligations by Seller, which will be Contractor's Subcontractor or Supplier. Notwithstanding this assignment, all performance guarantees and warranties required by the Procurement Contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor. Except as noted in the Procurement Contract, all rights, duties, and obligations of Engineer to Buyer and Seller under the Procurement Contract will cease upon assignment.

CC.03 A copy of the assigned Procurement Contract is attached.

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PROPOSAL FORM FOR PROCUREMENT CONTRACT

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PROPOSAL FORM FOR PROCUREMENT CONTRACT

ARTICLE 1—BUYER AND PROPOSER

1.01 This Proposal is submitted to:

City of Moscow
Attn: Engineering Division
504 S. Washington Street
Moscow, ID 83843

1.02 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Procurement Contract with Buyer in the form included in the Proposal Documents, and to furnish the Goods and Special Services as specified or indicated in the Proposal Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Proposal Documents.

ARTICLE 2—BASIS OF PROPOSAL EVALUATION

2.01 *Evaluation of Proposals:*

A. The Proposals will be evaluated utilizing the criteria listed below. History from the current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

1. (25 points). Demonstrated competence in the performance of the type of work and equipment to be provided, demonstrated with at least three examples of similar projects within Idaho or Washington.
2. (35 points). Compatibility of chlorine generator system, and all required appurtenances to completely install the system, with technical specification requirements and space provided at site of installation. **Proposer must submit a list of equipment and materials to be supplied and equipment dimensioned cut sheets, including generator, brine tank, filtration units, storage tank and any other appurtenances required for the installation of the system for compatibility with the space provided.**
3. (40 points). Cost and total lead time of all supplied equipment and materials. Lead time estimate must be a reasonably accurate estimate based on current projects.

B. Proposer will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Proposed Price(s):

1. Proposed Price

Item Description	Qty.	Price	Total Proposed Price
Well 2 & 3 Chlorine Generator System and Special Services	1	LS	

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2.02 *Total Proposed Price*

A. The following Total Proposed Price is the Total of All Proposed Price Items from Paragraph 2.01.B. The Total Proposed Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and to final Unit Price.

Total Bid Price	$

ARTICLE 3—TIME OF COMPLETION

3.01 Proposer agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.

3.02 Proposer accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS PROPOSAL

4.01 The following documents are attached to and made a condition of this Proposal:

A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Proposals.

B. Documentation demonstrating:

1. competence in the performance of the type of work and equipment to be provided.
2. the nature, quality, and relevance of recently completed work and demonstrated ability of the respondent to perform the scope of work within a reasonable time frame.
3. approach to and level of customer support including developing operator friendly HMI, classroom training, onsite training, and post-sales support that will be provided as part of the initial contract.
4. compatibility of chlorine generator system, and all required appurtenances to completely install the system, with technical specification requirements and space provided at site of installation. Proposer must submit initial shop drawings of proposed equipment including generator, brine tank, filtration units, storage tank and any other appurtenances required for the installation of the system for compatibility with the space provided at site of installation.
5. Cost.

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ARTICLE 5—PROPOSER'S ACKNOWLEDGMENTS

5.01 Proposer accepts all terms and conditions of the Instructions to Proposers. This Proposal will remain subject to acceptance for 60 days after the receipt of Proposals, or for such longer period that Proposer may agree to in writing upon request of Buyer.

5.02 Proposer has examined and carefully studied the Proposal Documents, the related data identified in the Proposal Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

ARTICLE 6—PROPOSER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Proposer's Representations*

A. In submitting this Proposal, Proposer represents that:

1. Proposer has examined and carefully studied the Procurement Contract Documents.
2. If required by the Instructions to Proposers to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Proposer's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Proposer has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
3. Proposer is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Proposer has carefully studied, considered, and correlated the information known to Proposer with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Proposer.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the Proposal Requirements, that without exception the Proposal (including all Proposal prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

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6.02 *Proposer's Certifications*

A. Proposer certifies that:

1. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

2. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal;

3. Proposer has not solicited or induced any individual or entity to refrain from proposing; and

4. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:

   a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process;

   b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of Buyer, (b) to establish Proposal prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

   c. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Buyer, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and

   d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process.

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This Proposal is offered by:

Proposer:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

(If Proposal is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____

Classification: _____

Limitation: _____

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between City of Moscow ("Buyer") and **[formal name of entity]** ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: chlorine generator and all required appurtenances for installation.

1.02 *The Project*

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: City of Moscow Well 2 & 3 Chlorine Generator Retrofit Procurement.

1.03 *Engineer*

A. Buyer has retained J-U-B ENGINEERS, Inc. ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

A. The Point of Destination is designated as: 120 W A Street, Moscow, ID 83843.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings	2 weeks from Notice to Proceed	

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Deliver acceptable Goods to Point of Destination	2 months from Notice to Proceed	
Commence Special Services for Goods	2 weeks from Buyer notification they are ready for Special Services	
Complete Special Services for Goods	2 weeks from Special Services Commencement	
Readiness for Final Inspection and Acceptance of Goods and Special Services	4 Weeks from Special Services Commencement	

2.03 *Shop Drawings and Samples*

A. *Submittal of Shop Drawings and Samples*: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.

B. *Engineer's Review*: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within seven (7) days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer $250 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.

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B. Buyer shall pay Seller a Lump Sum of $**[amount]** for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents. Such Lump Sum amount accounts for the following Buyer-accepted alternates: **[identify accepted alternates, if any]**

C. For all Unit Price Goods and Special Services furnished by Seller in accordance with the Procurement Contract Documents, Buyer shall pay Seller an amount equal to the sum of the extended prices (established for each separately identified unit price item by multiplying the unit price times the actual quantity of that item).

Unit Price Goods and Special Services					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
				$	$
				$	$
				$	$
				$	$
				$	$
Total of all Extended Prices for Unit Price items (subject to final adjustment based on actual quantities)					$

1. The extended prices set forth as of the Effective Date of the Procurement Contract for unit price items are based on estimated quantities.
2. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Procurement Contract Price. Payments to Seller for Unit Price Goods and Special Services will be based on actual quantities.
3. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified unit price item.
4. Engineer will determine the actual quantities and classifications of unit price items furnished by Seller. Engineer will review with Seller the Engineer's preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). Engineer's written decision will be final and binding upon Buyer and Seller (except as modified by Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.
5. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.

D. Buyer's Contingency Allowance is stipulated as $0. If no amount is stated, the Buyer's Contingency Allowance is zero. Buyer's use of such allowance, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.

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E. The Total Price is **$[amount]**. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

3.02 *Procurement Contract Price and Total Price—Based on Attached Bid*

A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any, and subject to the following Buyer-accepted alternates: **[identify accepted alternates, if any]**.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. [Receipt of Approval of Shop Drawings and Samples]	**10**
2. [Completion of acceptable factory testing (if any)]	**5**
3. [Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents]	**70**
4. [Completion of Special Services in accordance with Procurement Contract Documents]	**10**
5. Final Payment: [Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents]	**5**
Total Procurement Contract Price	100

B. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.

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C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

A. All amounts not paid when due will bear interest at the rate of three percent per annum.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

A. In the event the Buyer hires a general contractor, the proposer agrees without limitation unilateral assignment of the contract by the Buyer to their general contractor. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, will be assigned to the general contractor. Unless specifically stated to the contrary, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

A. The Procurement Contract Documents consist of the following:

1. This Procurement Agreement.
2. General Conditions of the Procurement Contract.
3. Supplementary Conditions of the Procurement Contract.
4. Procurement Specifications as listed in the Procurement Specifications table of contents.
5. Procurement Drawings (not attached but incorporated by reference):
   a. consisting of sheets numbered **1** through **2**, inclusive, with each sheet bearing the following general title: **MOSCOW WELL 2 & 3 CHLORINE GENERATOR RETROFIT**.
6. Addenda Numbers **[list those Addenda that are Procurement Contract Documents]**.
7. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
8. Exhibits to this Procurement Agreement (enumerated as follows):
   a. Documentation submitted by Seller **[identify]**; and
   b. **[Other Exhibits]**.
9. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
   a. Change Orders;

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b. Change Directives; and

c. Field Orders.

B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).

C. There are no Procurement Contract Documents other than those listed above.

D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

1. Seller has examined and carefully studied the Procurement Contract Documents.

2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:

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

ARTICLE 8—CONFIDENTIALITY

8.01 *Confidential Information*

A. Under the Idaho Public Records Act, Idaho Code Title 74, Chapter 1, records received from Seller and certain records produced by Seller in the performance of the Agreement may be open to public inspection and copying unless exempt from disclosure. Upon request, Seller shall provide records subject to inspection under Idaho Code section 74-102 and not maintained by the Buyer. In any record provided to Buyer, Seller shall clearly designate individual portions of records that it desires to keep exempt as "exempt" on each page of the documents and shall indicate the basis for the exemption, by including the specific section of the Idaho Code that allows the record to be exempt. Buyer will not accept a legend or statement on one page that all, or substantially all, of a document is exempt from disclosure. Seller shall indemnify and defend Buyer against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring Seller's designation of exempt records or for Seller's failure to designate records as exempt. Seller's failure to designate as exempt any record that is released by Buyer shall constitute a complete waiver of any and all claims for damages caused by the release. If Buyer receives a request for materials claimed to be exempt by Seller, Seller shall provide the legal defense for the claim and pay all expenses incurred by Buyer in connection with the request.~~Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.~~

B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

8.02 *Disclosure of Confidential Information*

A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or

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criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.

B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:

1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
4. Buyer has a good faith belief that disclosure is required or justified; or
5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

8.03 *Waiver of Immunity*

A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 9—MUTUAL WAIVER

9.01 *~~Mutual~~ Waiver of Consequential Damages*

A. ~~Buyer and~~ Seller waives against ~~each other~~ Buyer, and against the ~~other's~~ Buyer's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by ~~either Buyer or Seller~~ Buyer against the ~~other~~ Seller based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

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ARTICLE 10—ADDITIONAL PROVISIONS

10.01 Anti-Boycott Against Israel Act

A. Seller certifies it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.

10.02 Ownership or Operation by China

A. Pursuant to Idaho Code § 67-2359, Seller certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

10.03 No Public Funds for Abortion Act

A. Pursuant to Idaho Code Title 18 Chapter 87, Seller certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion-related activity.

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IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is **[date to be inserted at the time of execution]**.

Buyer

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Seller

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

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PERFORMANCE BOND FOR PROCUREMENT CONTRACT

Seller	**Surety**
Name: **[Full formal name of Seller]** Address *(principal place of business)*: **[Address of Seller's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Buyer Name: City of Moscow Mailing address *(principal place of business)*: 504 S. Washington Street Moscow, ID 83843	**Procurement Contract** Description *(name and location)*: Well 2 & 3 Chlorine Generator Retrofit. 120 W. A Street, Moscow, ID 83843 Procurement Contract Price: **[Amount, from Proc. Contract]** Effective Date of Procurement Contract: **[Date, from Proc. Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Procurement Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 15

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

Seller as Principal	Surety
_____ *(Full formal name of Seller)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.

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The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer for the performance of the Procurement Contract, which is incorporated herein by reference.

1. If the Seller performs the Procurement Contract, the Surety and the Seller shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
2. If there is no Buyer Default under the Procurement Contract, the Surety's obligation under this Bond will arise after:
    - 2.1. The Buyer first provides notice to the Seller and the Surety that the Buyer is considering declaring a Seller Default. Such notice may indicate whether the Buyer is requesting a conference among the Buyer, Seller, and Surety to discuss the Seller's performance. If the Buyer does not request a conference, the Surety may, within five (5) business days after receipt of the Buyer's notice, request such a conference. If the Surety timely requests a conference, the Buyer shall attend. Unless the Buyer agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Buyer's notice. If the Buyer, the Seller, and the Surety agree, the Seller shall be allowed a reasonable time to perform the Procurement Contract, but such an agreement does not waive the Buyer's right, if any, subsequently to declare a Seller Default;
    - 2.2. The Buyer declares a Seller Default, terminates the Procurement Contract, and notifies the Surety; and
    - 2.3. The Buyer has agreed to pay the Balance of the Procurement Contract Price in accordance with the terms of the Procurement Contract to the Surety or to a seller selected to perform the Procurement Contract.
3. Failure on the part of the Buyer to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
4. When the Buyer has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    - 4.1. Arrange for the Seller, with the consent of the Buyer, to perform and complete the Procurement Contract;
    - 4.2. Undertake to perform and complete the Procurement Contract itself, through its agents or independent contractors;
    - 4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to the Buyer for a contract for performance and completion of the Procurement Contract, arrange for a contract to be prepared for execution by the Buyer and a seller selected with the Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Procurement Contract, and pay to the Buyer the amount of damages as described in Paragraph 7 in excess of the Balance of the Procurement Contract Price incurred by the Buyer as a result of the Seller Default; or
    - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances:
        - 4.4.1. After investigation, determine the amount for which Surety may be liable to the Buyer and, as soon as practicable after the amount is determined, make payment to the Buyer; or

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4.4.2. Deny liability in whole or in part and notify the Buyer, citing the reasons for denial.

5. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Buyer to the Surety demanding that the Surety perform its obligations under this Bond, and the Buyer shall be entitled to enforce any remedy available to the Buyer. If the Surety proceeds as provided in Paragraph 5.4, and the Buyer refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Buyer shall be entitled to enforce any remedy available to the Buyer.

6. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Buyer will not be greater than those of the Seller under the Procurement Contract, and the responsibilities of the Buyer to the Surety will not be greater than those of the Buyer under the Procurement Contract. Subject to the commitment by the Buyer to pay the Balance of the Procurement Contract Price, the Surety is obligated, without duplication for:

   6.1. the responsibilities of the Seller for correction of defective or non-conforming Goods and Special Services, and completion of the Procurement Contract;

   6.2. additional legal, design professional, and delay costs resulting from the Seller's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   6.3. liquidated damages, or if no liquidated damages are specified in the Procurement Contract, actual damages caused by delayed performance or non-performance of the Seller.

7. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

10. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction where the Point of Destination is located and must be instituted within two years after a declaration of Seller Default, or within two years after the Seller ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

11. Notice to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

13. Definitions

   13.1. *Balance of the Procurement Contract Price*—The total amount payable by the Buyer to the Seller under the Procurement Contract after all proper adjustments have been made including

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allowance for the Seller for any amounts received or to be received by the Buyer in settlement of insurance or other claims for damages to which the Seller is entitled, reduced by all valid and proper payments made to or on behalf of the Seller under the Procurement Contract.

13.2. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.

13.3. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.

13.4. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.

13.5. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and changes made to the Procurement Contract.

13.6. *Seller Default*—Failure of the Seller, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Procurement Contract.

13.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

14. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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PAYMENT BOND FOR PROCUREMENT CONTRACT

Seller	**Surety**
Name: **[Full formal name of Seller]** Address *(principal place of business)*: **[Address of Seller's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Buyer Name: City of Moscow Mailing address *(principal place of business)*: 504 S. Washington Street Moscow, ID 83843	**Procurement Contract** Description *(name and location)*: Well 2 & 3 Chlorine Generator Retrofit. 120 W. A Street, Moscow, ID 83843 Procurement Contract Price: **[Amount, from Proc. Contract]** Effective Date of Procurement Contract: **[Date, from Proc. Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Procurement Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 17

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

Seller as Principal	Surety
_____ *(Full formal name of Seller)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.

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The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer to pay for labor, materials, and equipment furnished for use in the performance of the Procurement Contract, which is incorporated herein by reference, subject to the following terms.

1. If the Seller promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Buyer from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Contract, then the Surety and the Seller shall have no obligation under this Bond.
2. If there is no Buyer Default under the Procurement Contract, the Surety's obligation to the Buyer under this Bond will arise after the Buyer has promptly notified the Seller and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Buyer or the Buyer's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Contract, and tendered defense of such claims, demands, liens, or suits to the Seller and the Surety.
3. When the Buyer has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Buyer against a duly tendered claim, demand, lien, or suit.
4. The Surety's obligations to a Claimant under this Bond will arise after the following:
   - 4.1. Claimants who do not have a direct contract with the Seller
     - 4.1.1. have furnished a written notice of non-payment to the Seller, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
     - 4.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   - 4.2. Claimants who are employed by or have a direct contract with the Seller have sent a Claim to the Surety (at the address described in Paragraph 13).
5. If a notice of non-payment required by Paragraph 5.1.1 is given by the Buyer to the Seller, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
6. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   - 6.1. Send an answer to the Claimant, with a copy to the Buyer, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   - 6.2. Pay or arrange for payment of any undisputed amounts.
   - 6.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Seller may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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7. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Buyer to the Seller under the Procurement Contract will be used for the performance of the Procurement Contract and to satisfy claims, if any, under any procurement performance bond. By the Seller furnishing and the Buyer accepting this Bond, they agree that all funds earned by the Seller in the performance of the Procurement Contract are dedicated to satisfying obligations of the Seller and Surety under this Bond, subject to the Buyer's priority to use the funds for the completion of the Goods and Special Services.

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

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

11. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the Point of Destination is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Procurement Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice and Claims to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

13. When this Bond has been furnished to comply with a statutory or other legal requirement where the Point of Destination is located, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

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

15. Definitions

    15.1. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.

    15.2. *Claim*—A written statement by the Claimant including at a minimum:

        15.2.1. The name of the Claimant;

        15.2.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        15.2.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Procurement Contract;

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15.2.4. A brief description of the labor, materials, or equipment furnished;

15.2.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Procurement Contract;

15.2.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

15.2.7. The total amount of previous payments received by the Claimant; and

15.2.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

15.3. *Claimant*—An individual or entity having a direct contract with the Seller or with a subcontractor of the Seller to furnish labor, materials, or equipment for use in the performance of the Procurement Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Point of Destination is located or where the Goods and Special Services are to be installed or furnished. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Procurement Contract, architectural and engineering services required for performance of the work of the Seller and the Seller's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.4. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.

15.5. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.

15.6. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and all changes made to the Procurement Contract.

15.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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BUYER'S ACKNOWLEDGMENT OF RECEIPT OF GOODS

Buyer:	City of Moscow	Buyer's Project No.:	105-023
Engineer:	J-U-B ENGINEERS, Inc.	Engineer's Project No.:	21-23-010
Seller:		Seller's Project No.:	
Project:	Well 2 & 3 Chlorine Generator Retrofit		
Contract Name:	Well 2 & 3 Chlorine Generator Retrofit		

This Buyer's Acknowledgment of Receipt of Goods (Acknowledgment) applies to:

☐ All Goods ☐ The following specified portions of the Goods: **[Specify]**

Date of delivery of the Goods to the Point of Destination: **[Date]**

Date of Buyer's visual inspection of the Goods: **[Date]**

Date of this Acknowledgment: **[Date]**

Buyer acknowledges:

1. The Goods to which this notice applies have been delivered to the Point of Destination.
2. Buyer has visually inspected such Goods pursuant to Paragraph 9.02.B.1 of the General Conditions of the Procurement Contract.
3. Based on the visual inspection, such Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, subject to any exceptions and limitations in this Acknowledgment.
4. Such Goods are deemed received for purposes of Paragraph 9.02.B.2 of the General Conditions of the Procurement Contract.
5. Seller may submit its Application for Payment for the delivered Goods, subject to the terms of the Procurement Agreement.

Exceptions (if any) to this Acknowledgment: ☐ None ☐ As follows:

The responsibilities between Buyer and Seller for securing and storing the Goods, maintaining the Goods during storage, and for furnishing the Special Services, shall be as provided in the Procurement Contract.

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

[List, if any, or indicate None]

This Acknowledgment does not constitute an acceptance of any Goods not in conformance with the Procurement Contract Documents, nor is it a release of Seller's obligation to furnish all Goods and Special Services in accordance with the Procurement Contract.

	Buyer	**Engineer, on behalf of Buyer**
By (signature):	_____	_____
Name (Printed):	_____	_____
Title:	_____	_____
Date:	_____	_____

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BUYER'S NOTICE REGARDING CONFORMITY OF GOODS AND SPECIAL SERVICES

Buyer:	City of Moscow	Buyer's Project No.:	105-023
Engineer:	J-U-B Engineers, Inc.	Engineer's Project No.:	21-23-010
Seller:		Seller's Project No.:	
Project:	Well 2 & 3 Chlorine Generator Retrofit		
Contract Name:	Well 2 & 3 Chlorine Generator Retrofit		
Notice Date:		Effective Date of the Procurement Contract:	

Buyer hereby gives notice to Seller that, to the best of Buyer's knowledge, information, and belief, the Goods and Special Services:

☐ Are in conformance with the Procurement Contract Documents. Upon Seller's submittal of its final Application for Payment in accordance with the Procurement Contract Documents, Seller will be eligible for final payment, except as expressly indicated in the Procurement Contract.

☐ Are nonconforming with the Procurement Contract Documents for the following reason(s):

1. **[List reason(s) and clearly cite contractual provisions and factual circumstances of each]**

Seller's Special Services were completed on: **[fill in date]**

This Buyer's Notice Regarding Conformity of Goods and Special Services (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree: **[Edit the following to suit the specific procurement]**

1. This Notice is expressly subject to the terms and conditions set forth in the Procurement Contract.
2. This Notice is not a guarantee or warranty of Seller's performance under the Procurement Contract, an acceptance of Goods and Special Services that are not in accordance with the related Procurement Contract Documents, including but not limited to nonconforming Goods and Special Services discovered after final inspection, nor an assumption of responsibility for any failure of Seller to furnish the Goods and Special Services thereunder in accordance with the Procurement Contract, or to otherwise comply with the Procurement Contract Documents or the terms of any special guarantees specified therein.
3. This Notice does not relieve Seller of any surviving obligations under the Procurement Contract and is subject to Buyer's reservations of rights with respect to completion and final payment.

Buyer

By (signature): _____ Name (Printed): _____

Date: _____ Title: _____

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STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.

2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.

3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.

4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.

5. *Buyer*—The individual or entity purchasing the Goods and Special Services.

6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.

7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.

9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.

10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.

11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

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12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.

14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.

15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.

16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.

19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.

20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.

21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.

22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).

23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.

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25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.

26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.

28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.

29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.

31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.

32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.

33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.

34. *Seller*—The individual or entity furnishing the Goods and Special Services.

35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.

36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.

37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals

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may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.

39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.

40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.

B. *Intent of Certain Terms or Adjectives*

1. The Procurement Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.

2. The word "non-conforming" when modifying the words "Goods and Special Services," "Goods," or "Special Services," refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:

a. do not conform to or comply with the requirements of the Procurement Contract Documents;

b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or

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c. in the case of Special Services, have not been completed.

3. The word “receipt” when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.

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

5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.

C. *Procurement Contract Price or Procurement Contract Times*: References to a change in “Procurement Contract Price or Procurement Contract Times” or “Procurement Contract Times or Procurement Contract Price” or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term “or both” is not expressed.

D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).

B. *Evidence of Seller’s Insurance*: When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.

C. *Evidence of Buyer’s Insurance*: After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 *Copies of Documents*

A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

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2.03 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 *Preliminary Schedules*

A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:

1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.

a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.

b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.

c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.

2. a preliminary schedule of Submittals.

B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 *Preliminary Conference*

A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 *Safety*

A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

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B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 *Intent*

A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.

C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.

D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.

F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 *Reference Standards*

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

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3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Contract Documents*: If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.

2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies*: Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or

2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.

1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.

B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the

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Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 *Reuse of Documents*

A. Seller and its subcontractors and suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 *Commencement of Procurement Contract Times*

A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

4.02 *Continuing Performance*

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.

B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 *Adjustments to Progress Schedule*

A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

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1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.

2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

4.04 *Delays*

A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.

B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.

C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. inspection delays by governmental authorities, and custom delays;

4. international shipping delays;

5. acts or failures to act of third-party entities; and

6. acts of war or terrorism.

D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions*: Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:

1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.

2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.

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3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.

E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.

B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.

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F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.

G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.

H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 *Insurance*

A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.

B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.

C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.

D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.

E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.

5.03 *Surety or Insurance Companies*

A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 6—LICENSES AND FEES

6.01 *Intellectual Property and License Fees*

A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.

B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.

C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights,

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or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

6.02 *Seller's Infringement*

A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.

B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.

C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.

1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.

2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.

D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

6.03 *Buyer's Infringement*

A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.

B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.

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C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.

1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER'S RESPONSIBILITIES

7.01 *Performance of Obligations*

A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.

B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.

C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 *Labor, Materials and Equipment*

A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.

B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:

1. new, and of good quality;

2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and

3. shop-assembled to the greatest extent practicable.

7.03 *Laws and Regulations*

A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.

B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller's responsibility to make certain

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that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.

1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.

B. *Engineer's Evaluation*: Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.

C. *Special Guarantee*: Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data*: Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

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7.05 *Taxes*

A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Seller shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.

3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Seller shall submit the number of copies required in the Procurement Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

a. Seller shall submit the number of Samples required in the Procurement Specifications.

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b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.

3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.

8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review

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and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.

3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:

a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

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B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 *Concerning Subcontractors and Suppliers*

A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 *Shipping*

A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 *Delivery*

A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.

B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.

C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.

D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.

E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.

F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 *Risk of Loss*

A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.

B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of

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Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER'S RIGHTS

9.01 *Seller's Warranties and Guarantees*

A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.

B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.

C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
4. normal wear and tear under normal usage.

D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:

1. observations by Buyer, Engineer, or Project Owner;
2. recommendation by Engineer or payment by Buyer of any progress or final payment;
3. use of the Goods by Buyer or Project Owner;
4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
5. the end of the correction period established in Paragraph 9.04;
6. the issuance of a notice of acceptance;
7. any inspection, test or approval by others; or
8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.

E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

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9.02 *Inspections and Testing*

A. *General Provisions*

1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.

3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.

4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.

5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.

6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

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C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.

2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.

3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.

2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.

3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.

2. Seller shall promptly provide conforming Special Services acceptable to Buyer.

3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.

D. *Remedying Non-Conforming Goods*: If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

E. *Buyer's Acceptance of Non-Conforming Goods*: Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment,

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Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

F. *Seller Obligations*: Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

G. *Buyer's Rejection of Conforming Goods*: If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 *Correction Period*

A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.

B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 *Engineer's Role Defined*

A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.

B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.

C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

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10.02 *Duties and Responsibilities; Authority; Limitations*

A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.

B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.

C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.

D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.

E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 11—CHANGES

11.01 *Amending and Supplementing the Procurement Contract*

A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.

B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

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11.02 *Change Orders*

A. Buyer and Seller shall execute appropriate Change Orders covering:

1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;

2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;

3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.

B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Change Directives*

A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.

B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.

B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

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11.05 *Buyer-Authorized Changes in the Goods and Special Services*

A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 *Buyer's Contingency Allowance*

A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.

B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.

C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.

D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 *Unauthorized Changes in the Goods and Special Services*

A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Contract Price*

A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Procurement Contract Price will be determined as follows:

1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;

2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or

3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

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11.09 *Change of Procurement Contract Times*

A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 *Claims*

A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.

B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.

C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.

D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.

G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller

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are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.

H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.

I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.

J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.

K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

12.02 *Dispute Resolution Method*

A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.

B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.

C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:

1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or

3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim

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or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 *Applications for Progress Payments*

A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.

B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.

C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.

D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 *Review of Applications for Progress Payments*

A. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;

b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and

c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other

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obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or

b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.

4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or

b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or

c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or

d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or

e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:

a. the Goods and Services are non-conforming, requiring correction or replacement;

b. the Procurement Contract Price has been reduced by Change Orders;

c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or

d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

13.03 *Basis and Amount of Progress Payments*

A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 *Suspension of or Reduction in Payment*

A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:

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1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and

2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.

3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:

   a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;

   c. Seller has failed to provide and maintain required bonds or insurance;

   d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   e. the Goods and Special Services are non-conforming, requiring correction or replacement;

   f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;

   g. the Procurement Contract Price has been reduced by Change Orders;

   h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;

   i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or

   j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.

B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

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13.05 *Final Payment*

A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.

B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.

C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.

D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.

E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.

F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.

G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 *Waiver of Claims*

A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.

B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

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ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 *Cancellation*

A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.

2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

14.02 *Suspension of Performance by Buyer*

A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 *Suspension of Performance by Seller*

A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and

2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 *Breach and Termination*

A. *Buyer's Breach*

1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the

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Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 *Giving Notice*

A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 *Controlling Law*

A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.

B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

15.03 *Computation of Time*

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

15.04 *Cumulative Remedies*

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

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15.05 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

15.06 *Entire Agreement*

A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 *Headings*

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

15.09 *Successors and Assigns*

A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

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SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

These Supplementary Conditions amend or supplement EJCDC® P-700, Standard General Conditions of the Procurement Contract (2019). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01A Add the following definitions to Paragraph 1.01A:

41. *Contractor* – The individuals, partnerships, corporation, or combination thereof, including joint venturers who enter into the contract with the Owner for the installation of materials being procured in this contract. The term covers subcontractors, equipment and material suppliers, and their employees. Under this contract, the Contractor has yet to be selected.

42. *Day* – Calendar day, unless otherwise specified.

43. *Furnish* – To deliver to the job site or other specified location any item, equipment or material.

44. *Holiday*—Legal holidays designated by the Owner.

45. *Install*—Placing, erecting, or constructing complete in place any item, equipment, or material.

46. *Owner*—Under this contract, the Owner is identified by name in the agreement as the City of Moscow. The Owner intends to assign this Procurement Contract to the Contractor, who is defined in paragraph 1.01A.37.

47. *Paragraph*—For reference or citation purposes, paragraph shall refer to the paragraph, or paragraphs, called out by section number and alphanumeric designator. For example, this definition is found in paragraph 1.01A in Section 00800.

48. *Provide*—Furnish and install, complete in place.

49. *Specify*—Refers to information described, shown, noted or presented in any manner in any part the contract.

50. *Substantial Completion*—Sufficient completion of the construction project or the portion thereof to permit utilization of the project, or portion thereof for its intended

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purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

51. *Substantial Completion Date*—Date when the Owner puts into service the construction project, or that portion of the project that has been determined to be substantially complete.

52. *Supplier*—The individual, partnership, corporation, or combination thereof, including joint venturers who enter into the contract with the Seller for the supply of equipment or materials. The term covers equipment and material suppliers, and their employees.

53. *Supply*—Manufacture, furnish and deliver to the project site.

54. *Warranty*—A guarantee given to the Owner by the Seller stating that a product is reliable and free from known defects and that the Seller will, without charge, repair or replace defective parts within a given time limit and under certain conditions.

55. *Work*—The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the contract.

56. *Technical Specifications and Plans – That part of the Contract documents which identifies the general project information and any modifications to the Standard Specifications or to the* City of Moscow *Standard Revisions or which identifies any work or materials unique to the Project.*

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Buyer shall furnish to Seller one printed copies of the Procurement Contract Documents (including one fully signed counterpart of the Procurement Agreement), and **one copy** in electronic portable document format (PDF).

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF WORK

No Supplementary Conditions in this Article.

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ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

SC-5.01 Add the following paragraphs immediately after Paragraph 5.01.A:

1. *Required Performance Bond Form*: The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2010 or 2019 edition).

2. *Required Payment Bond Form*: The payment bond that Contractor furnishes will be in the form of EJCDC® P-615, Payment Bond (2010 or 2019 edition).

5.02 *Insurance*

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.E:

F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Procurement Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (b) by any other person for any other reason;

5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained must:

1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, and all of whom must be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby;

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2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Seller's indemnity obligations under Paragraph 7.07;

5. contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder will provide a copy of the notice to the other party, each other insured, and Engineer;

6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.03 and 9.04; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter).

H. The limits of liability for the insurance required by Paragraph SC-5.02.F must provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs SC-5.02.F.1 and F.2:

Workers' Compensation and Related Policies	**Policy limits of not less than**
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Employer's liability	$1,000,000
Jones Act (if applicable)	
Bodily injury by accident—each accident	$
Bodily injury by disease—aggregate	$
Employer's Liability	
Each accident	$
Each employee	$
Policy limit	$
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$

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2. Seller's General Liability under Paragraphs SC-5.02.F.3 through F.6 which must include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

Commercial General Liability	Policy limits of not less than
General Aggregate	$5,000,000
Products—Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$2,000,000

3. Automobile Liability under Paragraph SC-5.02.F.6:

Automobile Liability	Policy limits of not less than
Bodily Injury	
Each Person	$2,000,000
Each Accident	$2,000,000
Property Damage	
Each Accident	$2,000,000
Annual Aggregate	$5,000,000
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

4. Professional Liability (if the Special Services include professional services):

Seller's Professional Liability	Policy limits of not less than
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

ARTICLE 6—LICENSES AND FEES

No suggested Supplementary Conditions in this Article.

ARTICLE 7—SELLER'S RESPONSIBILITIES

7.03 *Laws and Regulations*

SC-7.03D Add the following new paragraph immediately after Paragraph 7.03.C:

D. The BUYER is a public agency. All documents in its possession are public records. Submittals, shop drawings, correspondence, and other project related documents submitted either to the BUYER or ENGINEER are public records and, except as noted

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below, will be available for inspection and copying by any person. If the CONTRACTOR claims any material to be exempt from disclosure under the Idaho Public Records Law, the CONTRACTOR shall expressly agree to defend, indemnify and hold harmless the BUYER and ENGINEER from any claim or suit arising from the BUYER'S refusal to disclose any such material. No such claim of exemption shall be valid or effective without such express agreement. The BUYER and ENGINEER will take reasonable efforts to protect any information marked "confidential" by the CONTRACTOR, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked Confidential Information.

ARTICLE 8—ENGINEER'S STATUS

No Supplementary Conditions in this Article.

ARTICLE 9—CHANGES

No Supplementary Conditions in this Article.

ARTICLE 10—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

No Supplementary Conditions in this Article.

ARTICLE 11—PAYMENT

SC-13.03 Amend to add Paragraph 13.03A as follows:

11.03 Subject to Paragraph 10.02.A, the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 45 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 45-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

ARTICLE 12—CANCELLATION, SUSPENSION, AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 13—MISCELLANEOUS

No Supplementary Conditions in this Article.

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City of Moscow

Latah County, Idaho

Well 2 & 3 Chlorine Generator Retrofit

DECEMBER 2023

VOLUME II – TECHNICAL SPECIFICATIONS & PLANS

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SECTION 15130 CHEMICAL GENERATION SYSTEM

DESIGN PLANS

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

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SECTION 15130 – CHEMICAL GENERATION SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. On-site sodium hypochlorite generation system (OSHGS), which generally includes the following major components

1. Sodium Hypochlorite Generation Unit
2. Feed Water Filters
3. Feed Water Softener
4. Brine Saturator Tank
5. Salt
6. Brine Feed Filter
7. Sodium Hypochlorite Storage Tank
8. Storage Tank Appurtenances: inlet pipe assembly, overflow piping, vents, pressure indicating transmitter for tank level, and level floats
9. Gas Detector and Controller
10. Dosing pump

1.2 PERFORMANCE REQUIREMENTS

A. Operation: The sodium hypochlorite generator shall operate at constant capacity, and automatically start and stop based on the low and high level signals from the pressure indicating transmitter at the sodium hypochlorite storage tank. The system shall alarm at high and low levels set by the level transducer system.

B. A sodium hypochlorite solution of 0.65 (6,500 mg/L (+/- 1,000) through the electrolysis of brine.

C. Sodium hypochlorite generator shall have a capacity of 100 pounds of free available chlorine per day. Each generator shall be able to be expanded in the existing enclosure by 25 pounds of free available chlorine per day.

1.3 QUALITY ASSURANCE

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A. All wetted equipment and materials used in the OSHGS system shall be NSF 61 compliant.

B. Supplier shall provide the following services to ensure the safe and efficient operation of the OSHGS:

1. Commissioning and installation inspection of all equipment and materials installed as part of this specification

2. OSHGS startup

3. OSHGS testing supervision

4. Operator training

C. Supplier shall furnish all labor, materials, equipment and appurtenances required to startup, test and place into satisfactory operation the OSHGS, and in accordance with Manufacturer recommendations.

D. All OSHGS components shall be supplied by a single Equipment Supplier, unless otherwise approved by Engineer during the submittal process.

E. OSHGS Equipment Supplier shall be experienced in furnishing systems of similar capacity to unit specified here and shall be a registered representative of the sodium hypochlorite generator Manufacturer.

F. Prior to shipment, the Equipment Supplier will provide a factory test.

1. A copy of the test results will be certified and shipped with the equipment.

2. The Owner is allowed to witness testing.

3. The test will include the following:

a. Cell Voltage

b. Cell Amperage Range

c. Sodium Hypochlorite Solution Flow Rate from Cell

d. Free Available Chlorine Measurement of Sodium Hypochlorite solution

e. Temperature Monitoring and Control System

f. Standby Switch

g. System Operational

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h. Proper Alarm and Safety shutdown function

i. Functionality of Menu and Manual Buttons

j. Proper Cell Purge Function

k. Bill of Materials Verified

l. Proper Labeling in Place

1.4 SUBMITTALS

A. Submit complete shop drawings to establish compliance with this section. Submittals shall include the following and all other information requested in other paragraphs of this specification section for approval:

1. Manufacturer's literature and specifications, including a complete description in sufficient detail to permit comparison with the plans and specifications.

2. Bill of Materials, including as a minimum the following data for each component:

a. Manufacturer,

b. Model number,

c. Quantity provided,

d. Description,

e. Capacity.

3. Dimensional drawings for each component of the OSHGS. The drawings shall indicate how all equipment, piping, and appurtenances will fit within the chemical room.

4. Piping and Instrumentation Diagrams (P&IDs) showing location of all instruments, valves and auxiliary equipment, and process loop descriptions showing and describing the operation and control of the OSHGS.

5. Motor Data: For each motor furnish a certified motor data sheet for the actual motor.

6. A list of any and all parameters, ratings or other characteristics where the proposed OSHGS deviates from the requirements set forth in these Specifications.

7. Recommended spare parts list that will be supplied with the

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system.

B. Submit Electrical/Instrumentation Submittals including: complete electrical and instrumentation diagrams in sufficient detail to allow installation of the OSHGS components.

C. Submit complete Instructions Manuals with detailed operation and maintenance data for each component of the OSHGS. The instructions manual shall include.

1. Safety Precautions

2. Protective equipment and clothing

3. Cell warranty conditions

4. Technical Data, including detailed descriptions of OSHGS operation, and each component.

5. Installation data, procedures and recommendations

6. Operation instructions, including startup and shutdown procedures and sequence.

7. Service and Maintenance data, including all information and instructions required by plant personnel to keep equipment properly cleaned, lubricated and adjusted so that it functions economically throughout its full design lift.

8. Illustrations

9. Spare Parts List

10. Name, address and phone number of manufacturer and manufacturer's local service representative, and name, address, and phone number of equipment supplier if different than the service representative.

D. Manufacturers Certificate: Certify that products meet or exceed specified requirements, are suitable for the intended use, and shall include the materials and equipment indicated in these specifications and on the plans.

E. One (1) copy of Manufacturer's Warranty.

F. Certificate of Satisfactory Installation shall be provided prior to operator training and utilization of the equipment.

G. Submit startup and testing results for review by Engineer.

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H. Submit sodium hypochlorite storage tank tie-down design calculations for review prior to shipment of tank.

1.5 DELIVERY, STORAGE, AND HANDLING OF EQUIPMENT

A. All equipment and materials shall be inspected against approved Shop Drawings at time of delivery. Equipment and materials damaged or not meeting requirements of the approved Shop Drawings shall be immediately returned to the Equipment Supplier for replacement or repair.

1.6 WARRANTY

A. Shall include warranty of the sodium hypochlorite generation unit for a period of two (2) years from delivery.

B. Shall include warranty of electrolytic cell for a period of five (5) years from ship confirmation.

1. The cell warranty covers the complete cell not just electrodes.

C. Shall include warranty of other components of the OSHGS for one (1) year from delivery.

1.7 MAINTENANCE SERVICE

A. Furnish service and maintenance of the OSHGS components during the construction and startup of the system.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. A Vault H100SC sodium hypochlorite generator, as manufactured by MIOX Corporation, Albuquerque, NM was used as the basis of design for the project. The local representative is:

1. Filtration Technology, Inc. (Attn: Gregg Fisher, 208-336-6611, gffilter@aol.com)

B. “Or Equal” equipment will be considered during bidding as provided for in the Bid Form and procurement documents.

2.2 SODIUM HYPOCHLORITE GENERATOR

A. One (1) Vault H100SC sodium hypochlorite generator with a capacity of 100 pounds of free available chlorine per day.

1. The sodium hypochlorite electrolytic cell is required to have the capability to reverse polarity in a self-cleaning cycle in order to

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decrease the frequency of manually acid washing the cell.

2. The sodium hypochlorite generator enclosure shall include all valves, piping and instrumentation necessary to dilute saturated brine before it enters the electrolytic cell.

3. Conductivity probes shall not be allowed.

4. Manual controlled brine feed to electrolytic cell shall not be allowed.

5. Each sodium hypochlorite generator shall receive a processed stream of dilution water from the softener.

    a. Water flow shall be controlled via integrated pulsed width modulated (600 Hz minimum) control of flow valve for each electrolytic cell.

    b. Flow sensing shall be performed using a high speed counting functionality with an accuracy within +/- 15%.

    c. Manual water flow control shall not be allowed.

6. Recirculation of water and brine through individual cells shall not be allowed.

7. At a minimum, the sodium hypochlorite generator shall have the following safety features:

    a. Rupture Disk Fail

    b. Cell high temperature

    c. Cell low level flow

    d. Power Supply low voltage

    e. Power Supply low and high current

    f. Automatic current regulation

    g. Pressure switch at the inlet to the cell

    h. Flow switch on the feed water inlet

    i. Rupture disk with burst sensor on outlet of cell

B. Enclosure

1. Shall be wall mounted.

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2. Integral Brine Filter shall be pleated polyester filter media, 5mm nominal rating, and 3 gallons per minute flow rate capacity.

3. All components mounted on the Sodium Hypochlorite generator shall be pre-plumbed and pre-wired.

4. Integral Electrolytic Cell

    a. The electrolytic cell casing shall be constructed of high quality-CPVC material, which has superior chemical and temperature compatibilities with Sodium Hypochlorite. The electrolytic cell shall be installed in the horizontal position and shall be mounted for clear and easy access. No vertically oriented cells shall be allowed.

    b. Cell construction shall be rectangular to minimize gas head space inside of the cell, and modular allowing electrodes to be removed as a modular assembly. Any necessary joining of cell materials shall be by solvent welding or mechanical compression. Thermal welding will not be allowed.

    c. The electrodes shall be Titanium and the anodes coated with a mixed metal oxide catalytic coating for electrical efficiency and maximum longevity. The electrodes shall be solid flat plate and shall be constructed in a bipolar configuration to facilitate current distribution and minimize voltage drop through the electrodes.

    d. The Electrolytic cell shall automatically self-clean and acid washing should not be a task required for routine maintenance. High fluid velocity and/or gas lifting are not adequate means to claim a self-cleaning electrolytic cell. A high velocity recirculation loop that creates a scouring action is not an acceptable substitute for a self-cleaning electrolytic cell.

5. Integral Power Supply

    a. The Power Supply shall be air cooled and shall function to provide constant current to the cell within the specified voltage ranges.

    b. The Power Supply shall be solid-state controlled and air-cooled. The Power Supply shall be protected from damage due to overheating by circuitry monitoring temperature of cooling fans and heat sinks. An overheating fault shall be manually reset-able.

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6. Integral Control System

   a. Each generator shall be controlled via an Allen Bradley MicroLogix 1400 PLC to maintain consistent cell and system operation.

   b. The user interface shall be an Allen Bradley panel view plus 5.7 in. screen.

   c. Control system shall be integrated into Sodium Hypochlorite generator enclosure.

   d. Integral control system shall be the only control system to call individual OSHGS components to run or shutdown, but should allow for signal from external control system to call for a system shutdown.

   e. At a minimum, the OSHGS shall have the following Alarms and Status: Master Switch Off – Status, Low Water Flow – Alarm, Power Supply Thermal Switch – Status, Inlet Water Pressure Low – Alarm, Oxidant Tank Level Low – Status, Oxidant Tank Level High – Status, High Oxidant Temperature – Alarm, High Power Supply Temperature – Alarm, Low Cell Current – Alarm, High Cell Current – Alarm, Low Cell Voltage – Alarm, Very High Cell Current – Alarm, Low Brine Pump Voltage – Alarm, Low Feed Water Temperature – Alarm, High Feed Water Temperature – Alarm, High Oxidant Shutdown Temperature – Alarm,

7. Integral Overall System Controls/Monitoring

   a. Connection to control systems shall be provided through Ethernet port with Ethernet/IP, DNP3 over IP, and Modbus TCP/IP protocol support, as well as web server capabilities.

   b. Shall also have serial capabilities via DF1/DH485/Modbus RTU/DNP3/ASCII protocol support

8. Control system shall have, but not be limited to, the following Inputs:

   a. Oxidant Tank Level

   b. Hydrogen Monitor

   c. Hardness Monitor

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d. Auxiliary Dilution Air System

9. Control system shall have, but not be limited to, the following Outputs:

a. Auxiliary Dilution Air System

b. Dry contact water boost pump relay

c. Dry contact brine boost pump relay

d. Dry contact alarm output relay

2.3 FEED WATER FILTER

A. Two (2) wall mounted cartridge type filter housings each holding a 10" cartridge.

B. Cartridges shall be 5-micron, pleated disposable cartridge.

C. Two (2) pressure gauges shall measure pressure drop across filters.

D. Four (4) true union standard ball valves shall be provided.

2.4 FEED WATER SOFTENER

A. Water Softener model: Kinetico CC208s or approved equal.

B. Water for use in generating the mixed oxidant will be softened using one (1) set of twin tank ion exchange water softeners with a hydraulically-driven, flow-controlled switchover valve. When the ion exchange capacity of one resin tank is nearly exhausted, the softener control mechanism will automatically divert flow to the alternate tank while initiating a brine backwashing of the first tank for regeneration of the ion exchange resin. Minimum efficiency will be 3,723 grains exchange per pound of salt.

C. Capacity the softeners shall be appropriate for continuous use with water of the following quality:

1.	Water Pressure (min – max):	15 to 125 PSI
2.	Water Temperature (min – max):	35 to 120 oF
3.	Water pH (min – max):	5 to 10
4.	Water Hardness mg/L as $CaCO_3$:	170 mg/L Max
5.	Chlorine Residual:	2 mg/L Max

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D. Connections associated with each water softener will include 1-inch inlet/outlet pipe fittings, a 3/8-inch-high density polyethylene tube with in-line check valve for feeding brine to regenerate the water softener, a 1/2-inch-high density polyethylene tube for draining backwash waste.

E. The water softener will be a highly efficient, regeneration design. The regeneration process and frequency will be accomplished by the water supply hydraulic pressure, no electric power required. Regeneration shall be based on total volume of water flow since the last regeneration cycle rather than on a fixed time interval.

F. Each softener shall use brine from the saturator tank for the regeneration cycle. The regeneration waste shall be disposed to a sanitary drain.

2.5 BRINE SATURATOR TANK

A. Furnish one (1) salt storage brine making system in accordance with the Drawings and the following specifications.

B. Dimensions shall fit within in the space provided for on the plans, and tank height shall not exceed 5’-6”.

C. Designed to receive bulk salt via bag.

1. Provide one pallet of salt in 50 pound bags, maximum.

D. The brine vessel shall be capable of storing approximately 4,500 pounds of dry salt, depending on what salt is used.

E. The brine vessel shall be capable of storing approximately 500 gallons of liquid storage

F. The brine generator shall be constructed of Linear Polyethylene (LPE).

G. The brine tank shall be installed indoors. Brine tank shall include removable top and water level control system.

1. Water level control system shall be securely fastened to tank.

H. The brine tank shall be circular construction with a round cover that fits the complete diameter of the top of the tank, and shall include a drain fitted with a ½ inch PVC ball valve. The lid shall be split and hinged in the middle to allow the tank to be opened without removing the lid.

I. Softened feed water shall enter through a bulkhead fitting at the top side of the tank, through an ell fitting, and in to a 6 inch stilling well. The stilling well shall house a float valve mechanism. Access to the stilling well and float valve shall be by manual means, and shall not

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require separation of glued fittings. The float valve shall be adjustable to the fullest extent.

1. The ell fitting, stilling well, and float valve shall be securely fastened to the tank individually or as an assembly.

J. Brine discharge at the bottom of the brine tank shall be through a Brine Guard assembly.

2.6 BRINE FEED FILTER

A. Shall be integrated to each Sodium Hypochlorite Generation Unit.

B. One (1) cartridge type filter housing holding a 10” cartridge. Cartridge shall be a 5-micron pleated disposable cartridge.

2.7 SODIUM HYPOCHLORITE STORAGE TANK

A. Storage tank shall be a 96”x78” OAH Oxidant storage tank.

B. Tank shall be natural white color and comply with NSF 61.

C. Tank shall be provided with the manufacturer’s standard IBC/CBC seismic wind restraint cable tie-down system, if required by code. Tie-down systems shall be designed and stamped by an Idaho licensed engineer. Submit design calculations for review prior to shipment of tank.

D. Tank material shall be UV stabilized.

E. Tank shall be designed with top mounting flats to enhance fixture assemblies.

F. Vents shall be provided, as indicated on plans, to prevent pressure or vacuum from damaging the tank when filling or draining. Vents shall be sized to maintain atmospheric pressure under normal filling and discharge operations.

G. All piping shall be supported independently of the tank. Flexible expansion joints are required to allow the tank to expand and contract when filling and draining.

H. Tank penetrations on sides of tank shall be at the vertical flats when applicable.

I. Tank overflow shall be provided, located on the side of tank closest to the floor drain, and shall terminate above the floor.

J. Tank overflow and vents shall be provided with a 24-mesh screen over

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the openings.

K. The finished tank wall, so far as is commercially practical, shall be free of visual defects such as foreign inclusions, air-bubbles, and pinholes that may impair the serviceability of the vessel.

L. The inner surface shall be smooth and free of cracks, crazing or pits. Waviness is a characteristic of the molding process for large tanks and is acceptable, provided the surface is smooth and free of cracks.

M. Each tank shall be marked with a quality and routing control number. This number will be used to trace the vessel and shall be common to all required documentation.

2.8 LEVEL TRANSMITTER

A. The storage tank level transmitter shall utilize a pressure transducer to measure tank liquid level. The system shall be able to measure tank levels to a liquid height of ten (10) feet with an accuracy of ±1% of full scale or 2.5-inch.

2.9 LIQUID BARRIER SYSTEM

A. Equipment Supplier shall provide a liquid barrier system, see plans for more detail.

B. On-site generated solution will flow into the storage tank through fittings and into an internal tank mounted Liquid Barrier Vent drop tube. The drop tube shall extend to the bottom of the tank.

C. The drop tube diameter shall be 4 inches minimum in order to ensure that the bubble rise velocity is significantly greater than the liquid flow velocity, thereby ensuring that hydrogen is force vented to the top of the drop tube and out of the hydrogen vent plumbing.

D. The hydrogen vent plumbing will be connected to a tee fitting immediately on the exterior of the oxidant product tank extending upward and plumbed to exterior vent.

E. Hydrogen vent diameter shall be 2 inches minimum.

F. Tank top vent shall be 2 inches minimum and shall be connected to center flat on top of tank.

G. Generated solution transfer line from On-Site Generator unit to oxidant storage tank shall be 2 inches minimum.

PART 3 - EXECUTION

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3.1 EXAMINATION

A. All equipment and materials shall be inspected against approved Shop Drawings at time of delivery.

3.2 INSTALLATION

A. Supplier to provide site inspection of installed OSHGS and confirm it is per approved shop drawings and manufacturer's recommendations.

3.3 COMMISSIONING AND START-UP

A. The Equipment Supplier shall provide a factory trained representative to be retained for a period of not less than 2 days to inspect equipment installation, piping and wiring to ensure proper installation of each component in accordance with approved submittals.

B. Equipment Supplier shall provide a written statement certifying that the equipment has been properly installed and interconnected.

C. The Equipment Supplier shall coordinate commissioning of the system and verify that each component of the OSHGS is ready for operation. OSHGS commissioning shall include testing and calibration of each component of the system. A written statement certifying that the OSHGS has been commissioned and is ready for operation shall be provided.

D. The Equipment Supplier shall coordinate initial OSHGS start-up to ensure operating procedures are followed in accordance with approved submittal's instructions manuals.

3.4 PERFORMANCE TEST

A. In order to determine compliance of the OSHGS with the performance requirements set forth in this specification, the following test will be performed at commissioning.

B. Necessary pre-requisites for the performance test are:

1. System must be running and stabilized before the test period starts.

   a. Water pressure to OSHGS greater than 25 PSI.

2. Incoming water temperature is higher than 50 °F, and lower than 80 °F.

3. Incoming water hardness after water softeners is less than 17 mg/L.

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C. Two performance parameters shall be measured:

D. Sodium Hypochlorite Solution Concentration

1. Sodium Hypochlorite solution samples shall be taken at the outlet of the Sodium Hypochlorite generator.

2. One sample shall be taken.

3. Samples shall be analyzed for available chlorine concentration in accordance with Standard Methods Method 4500-Cl G. DPD Colorimetric Method as adapted by Bradford (2010) for concentrated neat solutions to use the HACH Company Method 8201 Chlorine, Free by the DPD Method.

4. The test shall be deemed successful if the average chlorine concentration is between is 0.55 to 0.75% (5,500 to 7,500mg/L).

5. Generation Capacity

6. The generating capacity of the unit shall be calculated by multiplying the system flow rate (GPH) with the free available chlorine concentration times .0002 using a 15 second graduated cylinder flow measurement.

7. The generator capacity shall be reported in equivalent pounds per day.

8. The test shall be deemed successful if the generator capacity is greater than 100 lbs/day.

E. Submit test results to Owner for review.

3.5 TRAINING

A. Site Technical Training

1. The Equipment Supplier shall provide operator training at the site for a period no less than 2 eight (8) hour day(s). Training shall include operation, maintenance and troubleshooting for each component of the OSHGS.

END OF SECTION

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WELL 2 & 3 CHLORINE GENERATOR RETROFIT
MOSCOW, ID

VICINITY MAP

SHEET INDEX

SHEET 1 - COVER
SHEET 2 - CHLORINE ROOM RETROFIT

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15398
11-29-23
STATE OF IDAHO
DAVID L. WATKINS

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PLOT DATE: 11/7/2023
FILE: 21-23-010_EXHIBIT1

MOSCOW WELL 2 & 3 CHLORINE GENERATOR RETROFIT
CITY OF MOSCOW

SHEET 1 - COVER

GENERAL NOTE:

1. EXISTING CHLORINE ROOM CONFIGURATION PROVIDED FROM RECORD DRAWINGS. CONTRACTOR TO VERIFY ROOM DIMENSIONS PRIOR TO DEMOLITION AND INSTALLATION OF EQUIPMENT BASED UPON THE PROPOSED ROOM SCHEMATIC.
2. CITY TO PERFORM DEMOLITION OF EXISTING CHLORINE GAS SYSTEM AND INSTALLATION OF NEW SYSTEM. ROOM WALLS WILL NOT BE MODIFIED UNTIL THE EXISTING GAS CYLINDERS ARE REMOVED.
3. EXISTING CHLORINE INJECTOR AND WELL FLOW METERS WILL NOT BE MODIFIED. EXISTING CHLORINE INJECTION IS BASED ON FLOW DETECTION AND FLOW PACED, AND THE NEW SYSTEM WILL NOT CHANGE THIS.

PROPOSED CHLORINE ROOM KEY NOTES

1. 96"Ø X 78" OAH OXIDANT TANK
2. 100ppd SODIUM HYPOCHLORITE CHEMICAL GENERATOR VAULT
3. 48"Ø X 28" OAH BRINE TANK
4. CHEMICAL FEED PACKAGE; FIELD ROUTE INJECTION LINE TO PIPE TRENCH. CONNECT TO INJECTION.
5. WALL FILTER
6. SOFTENER
7. FLOAT
8. SPLIT LID
9. EXISTING 4'-0" ROUGH OPENING, CITY TO ABANDON
10. EXISTING 6'-0" WINDOW, CITY TO CONVERT TO OPENING
11. TANK OVERFLOW, DISCHARGE 6" ABOVE TRENCH GRATING
12. TANK INLET
13. TANK OUTLET

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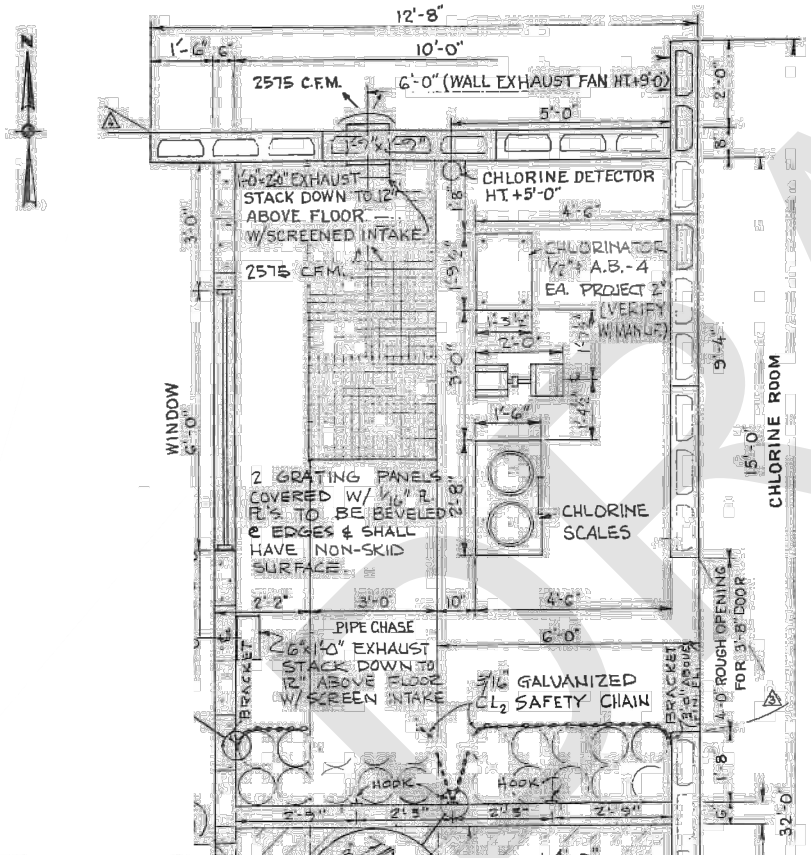
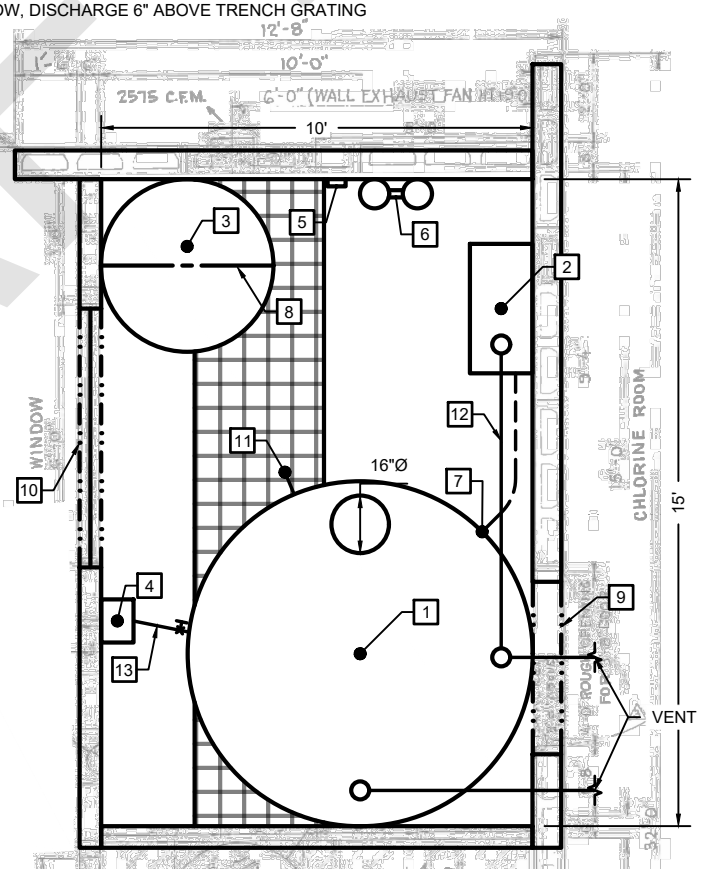


EXISTING CHLORINE ROOM N.T.S.



PROPOSED CHLORINE ROOM N.T.S.

MOSCOW WELL 2 & 3 CHLORINE GENERATOR RETROFIT
CITY OF MOSCOW
SHEET 2
CHLORINE ROOM RETROFIT

J-U-B ENGINEERS, INC.

LAST UPDATE: 11/7/2023
PLOT DATE: 11/7/2023
FILE: 21-23-010_EXHIBIT1

Plot Date:11/7/2023 3:32 PM Plotted By: Dakota Klas
Date Created:11/7/2023 \\JUBICENTRAL\CLIENTS\ID\MOSCOW\CITY\PROJECTS\21-23-010_CHLORINEGENRETROFIT\DESIGN\REPORTS\EXHIBITS\21-23-010_EXHIBIT1.DWG

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PROPOSAL FORM FOR PROCUREMENT CONTRACT

ARTICLE 1—BUYER AND PROPOSER

1.01 This Proposal is submitted to:

City of Moscow
Attn: Engineering Division
504 S. Washington Street
Moscow, ID 83843

1.02 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Procurement Contract with Buyer in the form included in the Proposal Documents, and to furnish the Goods and Special Services as specified or indicated in the Proposal Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Proposal Documents.

ARTICLE 2—BASIS OF PROPOSAL EVALUATION

2.01 *Evaluation of Proposals:*

A. The Proposals will be evaluated utilizing the criteria listed below. History from the current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

1. (25 points). Demonstrated competence in the performance of the type of work and equipment to be provided, demonstrated with at least three examples of similar projects within Idaho or Washington.
2. (35 points). Compatibility of chlorine generator system, and all required appurtenances to completely install the system, with technical specification requirements and space provided at site of installation. **Proposer must submit a list of equipment and materials to be supplied and equipment dimensioned cut sheets, including generator, brine tank, filtration units, storage tank and any other appurtenances required for the installation of the system for compatibility with the space provided.**
3. (40 points). Cost and total lead time of all supplied equipment and materials. Lead time estimate must be a reasonably accurate estimate based on current projects.

B. Proposer will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Proposed Price(s):

1. Proposed Price

Item Description	Qty.	Price	Total Proposed Price
Well 2 & 3 Chlorine Generator System and Special Services	1	LS	$219,250.00

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2.02 *Total Proposed Price*

A. The following Total Proposed Price is the Total of All Proposed Price Items from Paragraph 2.01.B. The Total Proposed Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and to final Unit Price.

Total Bid Price	$ 219,250.00

ARTICLE 3—TIME OF COMPLETION

3.01 Proposer agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.

3.02 Proposer accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS PROPOSAL

4.01 The following documents are attached to and made a condition of this Proposal:

A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Proposals.

B. Documentation demonstrating:

1. competence in the performance of the type of work and equipment to be provided.
2. the nature, quality, and relevance of recently completed work and demonstrated ability of the respondent to perform the scope of work within a reasonable time frame.
3. approach to and level of customer support including developing operator friendly HMI, classroom training, onsite training, and post-sales support that will be provided as part of the initial contract.
4. compatibility of chlorine generator system, and all required appurtenances to completely install the system, with technical specification requirements and space provided at site of installation. Proposer must submit initial shop drawings of proposed equipment including generator, brine tank, filtration units, storage tank and any other appurtenances required for the installation of the system for compatibility with the space provided at site of installation.
5. Cost.

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ARTICLE 5—PROPOSER'S ACKNOWLEDGMENTS

5.01 Proposer accepts all terms and conditions of the Instructions to Proposers. This Proposal will remain subject to acceptance for 60 days after the receipt of Proposals, or for such longer period that Proposer may agree to in writing upon request of Buyer.

5.02 Proposer has examined and carefully studied the Proposal Documents, the related data identified in the Proposal Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	JAN. 3, 2024

ARTICLE 6—PROPOSER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Proposer's Representations*

A. In submitting this Proposal, Proposer represents that:

1. Proposer has examined and carefully studied the Procurement Contract Documents.
2. If required by the Instructions to Proposers to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Proposer's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Proposer has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
3. Proposer is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Proposer has carefully studied, considered, and correlated the information known to Proposer with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Proposer.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the Proposal Requirements, that without exception the Proposal (including all Proposal prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

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6.02 *Proposer's Certifications*

A. Proposer certifies that:

1. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

2. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal;

3. Proposer has not solicited or induced any individual or entity to refrain from proposing; and

4. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:

   a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process;

   b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of Buyer, (b) to establish Proposal prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

   c. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Buyer, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and

   d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process.

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This Proposal is offered by:

Proposer: Filtration Technology, Inc.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Date: 1/4/24
(date signed)

Name: Gregg Fisher
(typed or printed)

Title: President
(typed or printed)

(If Proposal is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Lori L. Fisher
(individual's signature)

Title: vice-president
(typed or printed)

Address for giving notices:

7218 S. Crosscreek Ln
Boise ID 83706

Designated Representative:

Name: Gregg Fisher
(typed or printed)

Title: President
(typed or printed)

Address:

7218 S. Crosscreek Ln
Boise ID 83706

Phone: (208) 336 6611

Email: gfilter@aol.com

License No.: 041748-CC-4

Classification: CC

Limitation: $400,000

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-FILED-
File #: 0005383001
Date Filed: 9/5/2023 12:18:36 PM

Entity Name and Mailing Address:

Entity Name:	FILTRATION TECHNOLOGY, INC.
The file number of this entity on the records of the Idaho Secretary of State is:	0000359285
Address	GREGG FISHER 2218 S CROSSCREEK LN BOISE, ID 83706-6707

Entity Details:

Entity Status	Active-Good Standing
This entity is organized under the laws of:	*IDAHO*
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	C116887

The registered agent on record is:

Registered Agent	DEBRHA J. CARNAHAN Registered Agent Physical Address 607 N. 8TH ST., STE. 220 BOISE, ID 83702 Mailing Address

Corporate Officers and Directors:

Name	Title	Business Address
GREGG R FISHER	President	2218 S. CROSSCREEK LN BOISE, ID 83706
Lori L FISHER	*Vice President*	2218 S. CROSSCREEK LN BOISE, ID 83706
Claire H Dickenson	Secretary	2218 S. CROSSCREEK LN BOISE, ID 83706

The annual report must be signed by an authorized signer of the entity.
Job Title: president

GREGG R FISHER — Sign Here
09/05/2023 — Date

DRAFT

B0833-9134 09/05/2023 12:18 PM Received by Office of the Idaho Secretary of State

Filtration Technology, Inc.
A Clear Water Company
Surface Water Treatment
Iron /Arsenic Removal
Industrial Filtration
Odor Control
Disinfection
2218 So. Crosscreek Ln., Boise, ID 83706 • Ph. (208)-336-6611 • Fax (208)-336-6637

January 4, 2024

City of Moscow
ATTN: Engineering Department
504 S Washington St
Moscow, ID 83843

Chlorine Generation System, City Wells 2 & 3

Article 2 Basis of Proposal Evaluation

2.01 Evaluation of Proposals

A.1
Filtration Technology, Inc. is the DeNora MIOX on-site chlorine generator distributor specifically for the State of Idaho with multiple references throughout the state as well as other systems in eastern Washington and California. We are factory authorized thru stringent training to install, start-up and train operators.

References:
City of Moscow Well 6 and 10.

Others (# of generators indicated in parentheses):
City of Rathdrum (2), City of Coeur d'Alene (5), City of Kimberly (3), City of Twin Falls (3), City of Payette (5), City of Colville, WA (1), City of Pullman, WA (2), City of Post Falls (3), City of Jerome (1), Sequoia & Kings Canyon National Park, CA (1), Villa del Monte Mutual Water Co, CA (1)

Note: Latest generator installed at the City of Twin Falls was the same size and same voltage generator that is specified for this project

A.2
Filtration Technology, Inc. has visited the site with the City of Moscow water operator to confirm all supplied equipment as per the specifications will fit in the room. Equipment to be provided:

- Two (2) 20" raw water Big Blue filter vessels with clear bowl and wall mount PVC

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supports, initial plus one replacement set of cartridges
- On-site chlorine generator, spare parts, hydrogen monitor, as per spec
- Softener as per spec
- Brine tank, float assembly, BrineGuard, 48" X 12" deep PVC support step-up with metal grip grating, as per spec
- Oxidant tank with two (2) outlet bulkheads, liquid level transducer and controller as per spec
- Two (2) chemical feed pumps with duplex PVC wall mount support assembly, two (2) accessory packages with two (2) wall mount support assemblies as per spec
- Start-up and training

A.3. Lead Time: See below under Comments/Exceptions to the Specifications

Article 3 Time of Completion

- See 2.02 *Schedule of Procurement Contract Times* exception below

Article 4 Attachments To This Proposal

4.01 A
- Addressed above

4.01 B, 1 & 2
- Addressed above

4.01 B, 3
- City of Moscow's Water Dept can attest to our training and support

4.01 B, 4.
- See attached product dimensional sheets and room drawing

Comments and Exceptions to the Specifications:

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT
Article 2 Procurement Contract Times

Exception:
2.02 *Schedule of Procurement Contract Times*
"Deliver Acceptable Goods to Point of Destination"
- Change to 12 weeks
- We are confident we will have "almost" all equipment on site in <8 weeks but the factory has advised the chemical feed pumps would ship in 8-10 weeks + add 1 week for transit

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Exception/Comment:
2.04 Liquidated Damages

- No exception shall be taken if the City agrees to the 12 week schedule as discussed above

SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT
Article 5 - Bonds and Insurance

Exception/Comment:
5.02 H 2.

- Filtration Technology, Inc.'s standard annual aggregate liability insurance is 2,000,000 (see attached). If this needs to be increased to $5,000.00, add $2,500.00 to the bid price.

Technical Specification & Plans, Spec Section 15130

Exception:

- 1.6 A Warranty is 1 year

Thank you and please call should you have any questions.

Gregg Fisher
Filtration Technology, Inc.
(208) 336-6611

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4.01 B 4

DE NORA
our research · your future

Vault™ Self Cleaning HYPO Specifications

The MIOX Vault™ on-site generator is designed for high efficiency, low lifecycle cost, durability and reliability. The self-cleaning Vault with self-adjusting flow control is virtually maintenance free. With over 40% improved salt and energy efficiencies and a new self-cleaning system, the Vault is built for cost-effective, problem-free operation. The Vault features an easy-to-upgrade cell to convert between sodium hypochlorite and advanced mixed oxidant with expandable capacity for the ultimate flexibility. Using just salt and power to generate a dilute chlorine-based solution eliminates the storage and handling of hazardous disinfection chemicals while providing chlorine residual.

	CLORTEC-25-V-SC	CLORTEC-50-V-SC	CLORTEC-75-V-SC	CLORTEC-100-V-SC
	H Vault 25	H Vault 50	H Vault 75	H Vault 100
Rated FAC Capacity	25 lbs/day 11.3 kg/day	50 lbs/day 22.7 kg/day	75 lbs/day 34 kg/day	100 lbs/day 45.4 kg/day
Salt Conversion	3.0 lb salt/lb FAC 3.0 kg salt/kg FAC			
Energy Conversion (ECF)*	2.0 kW-hr/lb FAC 4.4 kW-hr/kg FAC			
FAC Concentration*	6,500 mg/L (+/- 1,000)			
Flow Rate^	22.5 gph 85.2 lph	45 gph 170.4 lph	67.5 gph 255.6 lph	90 gph 340.8 lph
Nominal Energy to Unit @ 480V	3.5 A 3 KVA	7 A 6 KVA	10.5 A 9 KVA	14 A 12 KVA
Electrical Service Requirement (OSG only)+	3-Ph(~) Wye 380-530 VAC 50/60 Hz, 15A	3-Ph(~) Wye 380-530 VAC 50/60 Hz, 25A	3-Ph(~) Wye 380-530 VAC 50/60 Hz, 35A	
Air Temp. Required	45° to 110° F 7° to 43° C			
Recommended Feed Water Temperature*	55° to 80° F 12° to 27° C			
Allowable Feed Water	40° to 95° F 5° to 35° C			
Feed Water Pressure	35 to 100 psi 241 to 689 kPa			
Water Hardness	0 - 17 mg/L (1 grain/gallon)			
Maximum Silica Limit	20 mg/L			
Energy Add for Internal Vent	0.7 kW	1.4 kW	2.1 kW	2.8 kW
Approximate Dimensions (WxDxH)	36 x 17.4 x 65.5 inches 91.44 x 44.2 x 166.37 cm			
Self Cleaning	YES			

*Performance may vary depending on salt quality, water quality, and water temperature. ^Feed water flow rate is subject to +/- 15% variation.
+For 3-Phase Delta applications, contact MIOX.

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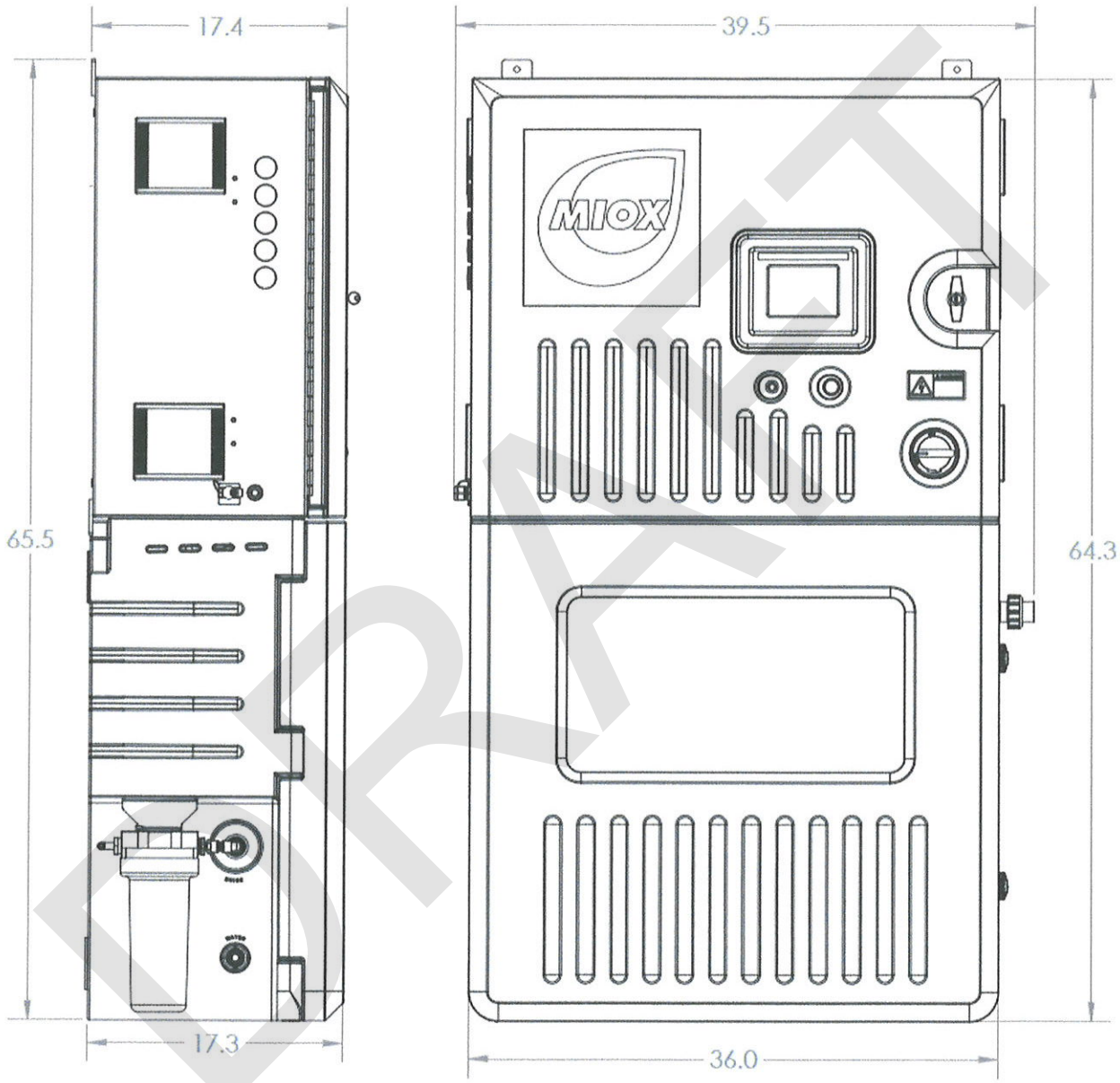
Vault Drawing



REFERENCE GENERAL ARRANGEMENT DRAWING 112-00001

FOR INSTALLATION REQUIREMENTS

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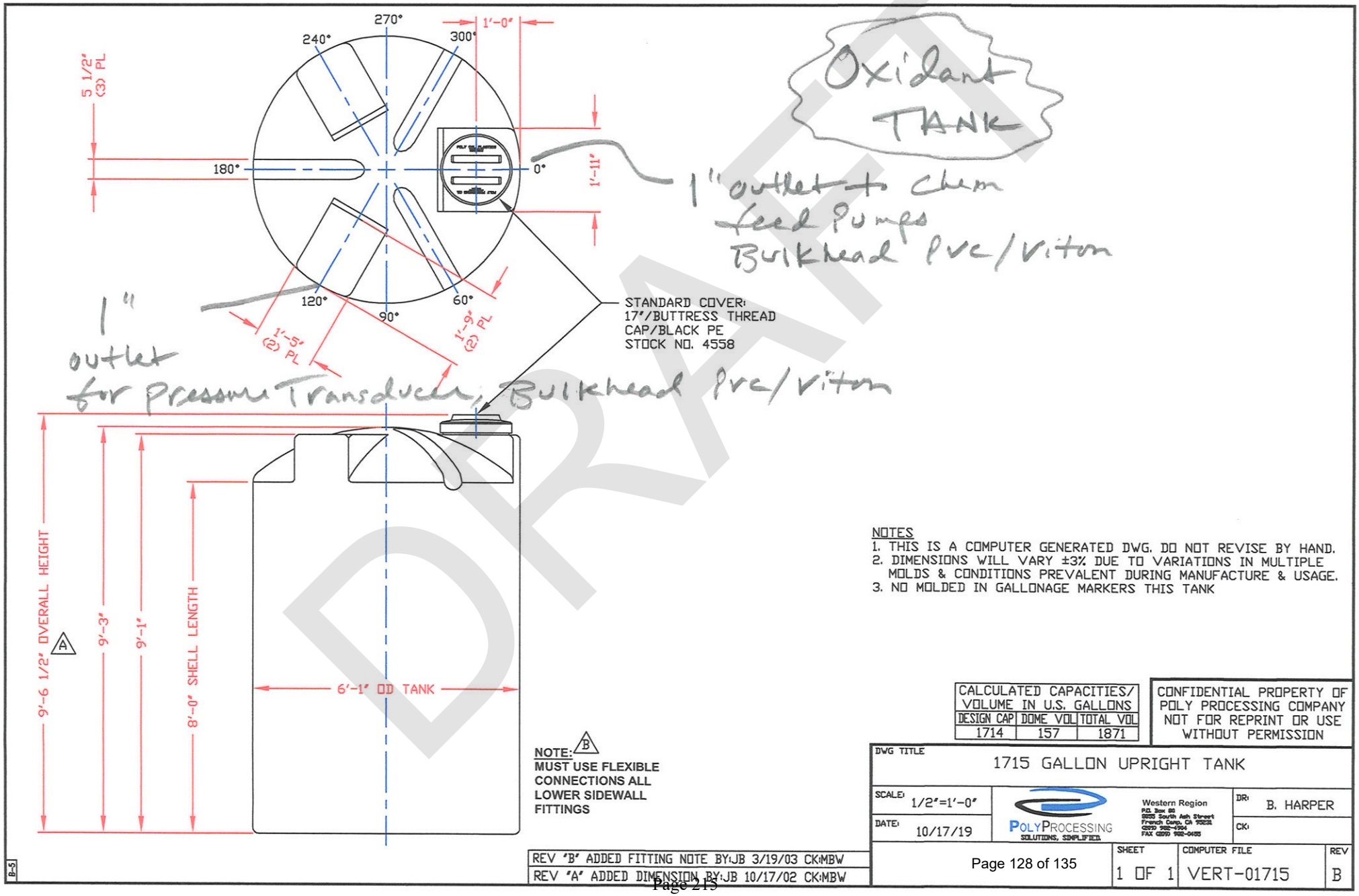

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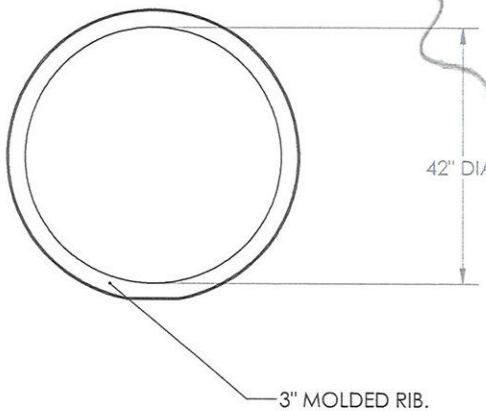
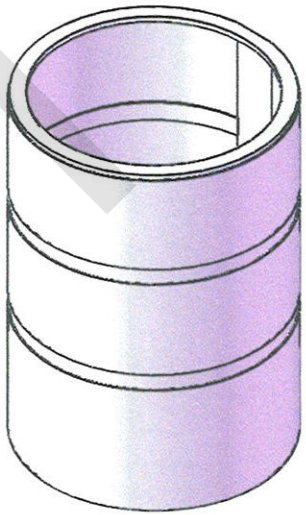
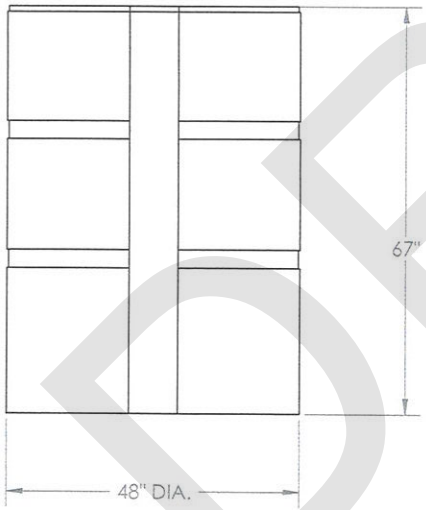
BRINE TANK





Float + Brine Guard shipped loose



NOTES:

1. MATERIAL: POLYETHYLENE
2. WEIGHT: 100 LBS.

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NEXT ASSY	USED ON
APPLICATION	

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL ±
ANGULAR: MACH ± BEND ±
TWO PLACE DECIMAL ±
THREE PLACE DECIMAL ±
INTERPRET GEOMETRIC TOLERANCING PER:
MATERIAL
FINISH
DO NOT SCALE DRAWING

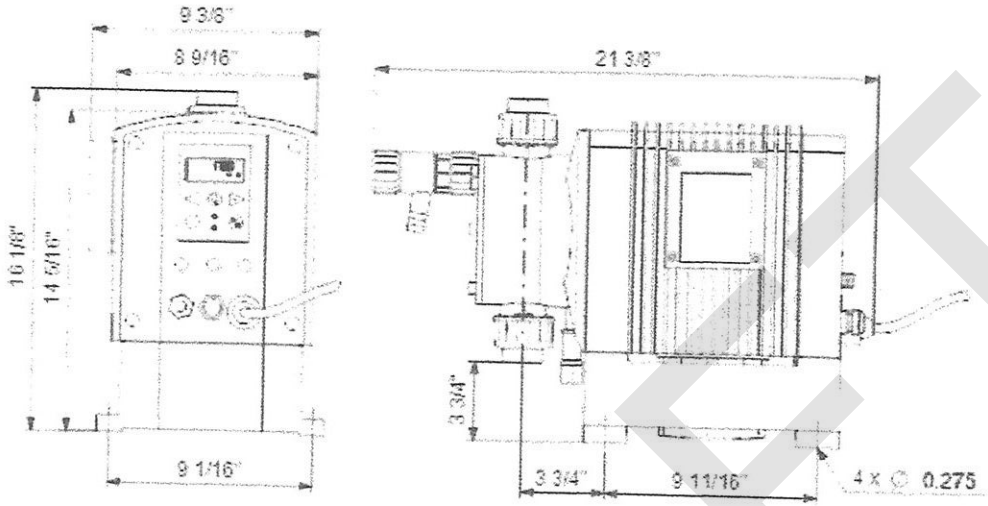
	NAME	DATE
DRAWN	EBW	6/3/09
CHECKED		
ENG APPR.		
MFG APPR.		
Q.A.		
COMMENTS:		

CUSTOM ROTO-MOLDING, INC.

TITLE: 500 GALLON OPEN TOP TANK

SIZE B | DWG. NO. 500 OTT | REV

SCALE: 1:20 WEIGHT: SHEET 1 OF 1



Chem Feed Pumps

(2) Pumps on (1) wall PVC Assy
Approx 36"W x 12"D

Wall PVC Assy for pump Accessories
to be mounted directly above

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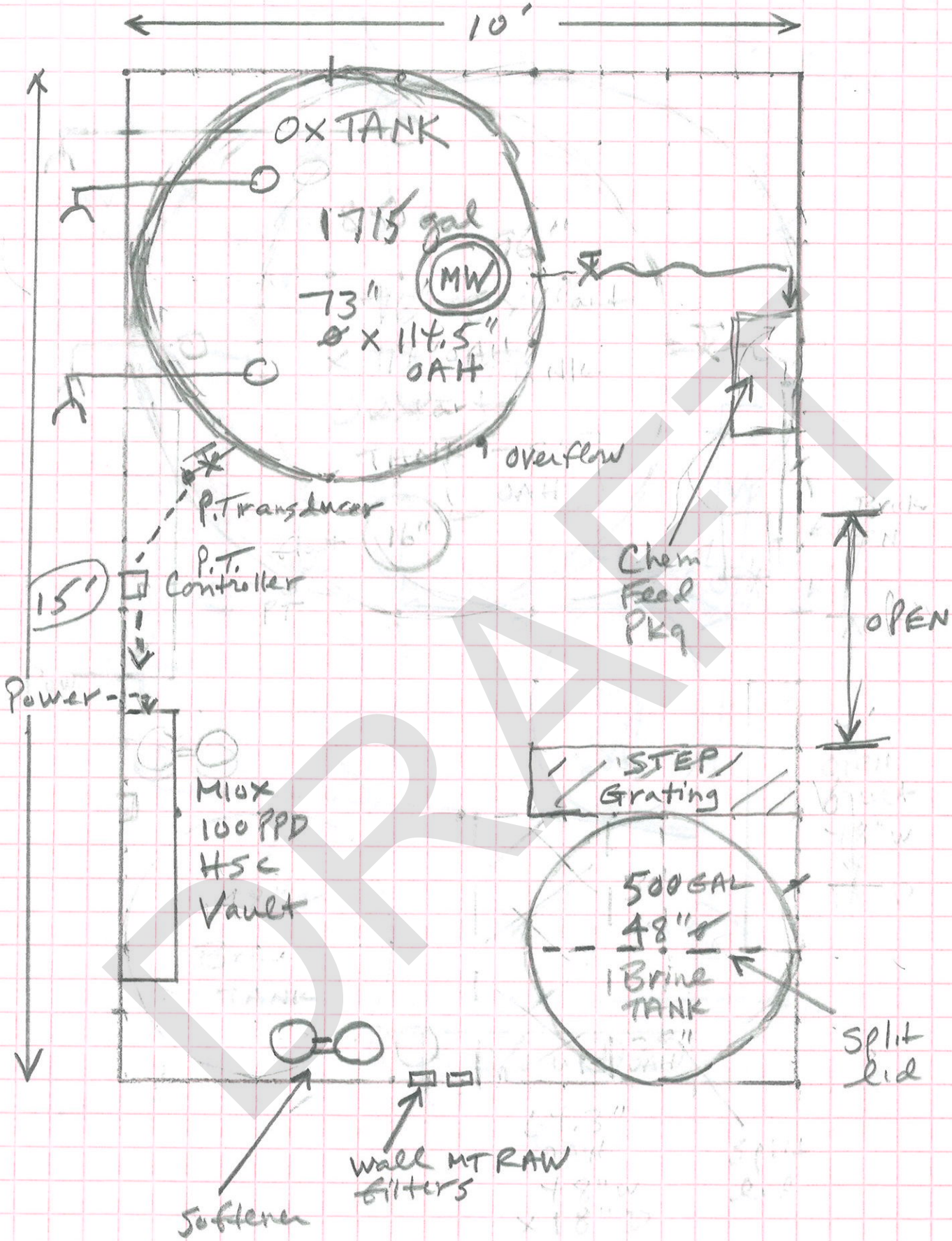

Moscow well 2+3 1 sq = 6"

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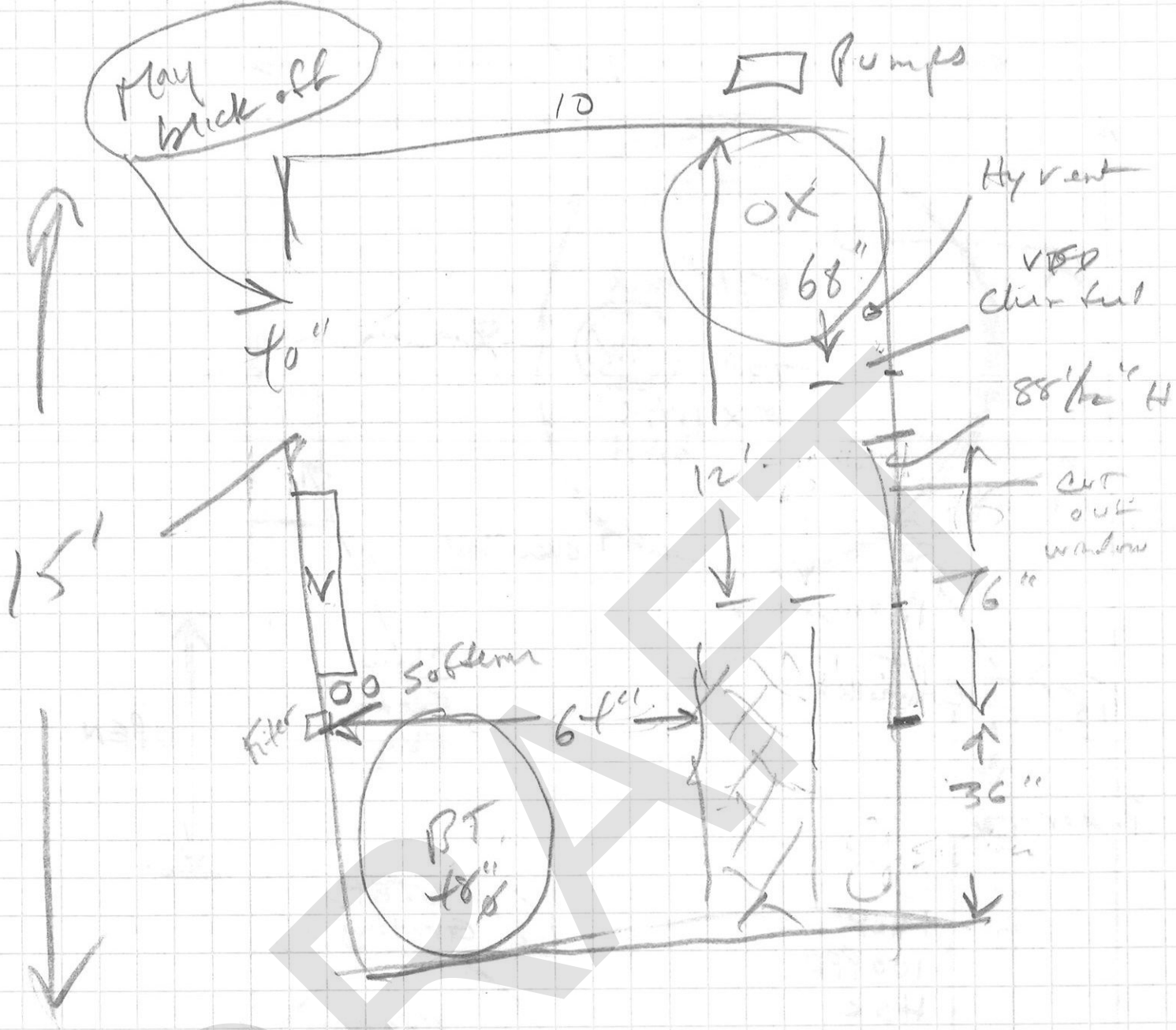

Same ox size as well 10

Moscow well 2 + 3

11/21

DRAFT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2023

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

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

PRODUCER

SILVER KEY INSURANCE
9201 W Overland Rd
BOISE, ID 83709

CONTACT NAME: RON-HOPPINS
PHONE (A/C, No, Ext): 208 258 2020 FAX (A/C, No): 208 939 6129
E-MAIL ADDRESS: ron@silverkeyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AUTO OWNERS INSURANCE CO	18988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

FILTRATION TECHNOLOGY INC
2218 S CROSSCREEK LN
BOISE, ID 83706-6707

COVERAGES CERTIFICATE NUMBER: 00020506-111375 REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	57839683	04/13/2023	04/13/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	4983968300	04/13/2023	04/13/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UNIVAR is listed as Additional Insured with respect to General Liability where required by written contract.

CERTIFICATE HOLDER

UNIVAR
YVETT BASHAW-PRODUCT MANAGEMENT
3075 HIGHLAND PKWY SUITE #200
DOWNERS GROVE, IL 60515-1288

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(RWH)

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DRAFT

City of Moscow
Well 2 & 3 Chlorine Generator Retrofit

Addendum No. 1

January 3, 2024

Addendum No. 1 to the **Well 2 & 3 Chlorine Generator Retrofit** procurement contract documents as prepared by J-U-B ENGINEERS, Inc. is hereby submitted for use in bid preparation and submittal. The following changes, additions, and/or deletions are hereby made as fully and completely as if the same were entirely set forth in the Contract Documents and shall become an integral part of any contract entered into between the Owner and Supplier.

PROPOSER QUESTIONS

The following question were received during the proposal period for the project:

1. No further detail was provided in the specifications for the "Gas Detector and Controller" or "Dosing Pump" that are listed in SECTION 15130.1.1.A. Can you please clarify the requirements of these items?
    a. The intent is to procure the standard gas detector provided by manufacturer and that it will be wired to and controlled by the generation unit.
2. Are the items called out in SECTION 15130.2.3.B through D supposed to be shipped loose and installed by the installer?
    a. Yes, all equipment and materials should be shipped loose and installed by the installer.
3. Will the installer be responsible for providing the appurtenances required to install the components in SECTION 15130.2.5.I?
    a. The intent is for the seller to procure the required appurtenances.
4. The items indicated in SECTION 15130.2.7.G, I and J are intended to be shipped loose, is that acceptable?
    a. Yes, all equipment and materials should be shipped loose and installed by the installer.
5. Is the liquid barrier system in SECTION 15130.2.9 supposed to be shipped loose and installed by installer?
    a. Yes, all equipment and materials should be shipped loose and installed by the installer.

TECHNICAL SPECIFICATIONS

SECTION 15130 CHEMICAL GENERATION SYSTEM

PART 2.3 FEED WATER FILTER

Clarification: Due to the iron present in the raw water, 20" filters are recommended in lieu of the specified 10" filters.

DRAFT

Modification: Remove 2.3.A in its entirety and replace with the following:

"A. Two (2) wall mounted cartridge type filter housings each holding a 20" cartridge."

PART 2.4 FEED WATER SOFTENER

Clarification: The model number shown in 2.4.A for the water softener is incorrect; the correct number is CP208s.

Modification: Update the model number in 2.4.A from "CC208s" to "CP208s"

PART 2.5 BRINE SATURATOR TANK

Clarification: The tank height is specified in 2.5.B to not exceed 5'-6", which is shorter than the tank will be as manufactured.

Modification: Modify 2.5.B to replace "5'-6" with "5'-7""

PART 2.7 SODIUM HYPOCHLORITE STORAGE TANK

Modification: Replace 2.7.C with, "NOT USED".

Modification: Add the following after 2.7.F:

"1. The vents shall be provided by and installed by Owner."

NOTICE is hereby given that Addendum must be acknowledged in the Article 3 of the Bid Form as evidence that the Bidder is familiar with all changes incorporated herein.

Submitted by:

J-U-B ENGINEERS, Inc.

David Watkins, P.E.
Project Manager

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 22, 2024

AGENDA ITEM TITLE

Brent Drive Sewer Project - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

RESPONSIBLE STAFF

Bob Buvel, Staff Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

This project's scope includes construction of approximately 1300 linear ft of 8" PVC-sewer main, as well as surface restoration of parking lots, streets, and sidewalks. Construction of the sewer main includes new manholes, and connections to existing sewer services. The City advertised for bids on December 9, 2023 & December 16, 2023, and the Engineer's Estimate for construction was $473,225.00. Bids were opened on January 9, 2024, at which four (4) bids were received. The bids ranged from $428,424.00 to $529,865.00. Of those bids, the lowest responsive bid received was submitted by Germer Construction of Moscow, ID with a bid of $428,424.00. A bid tabulation is included in the packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the bid from Germer Construction, award the contract in the amount of $428,424.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

STAFF RECOMMENDATION

Recommend acceptance of the bid from Germer Construction, award the contract in the amount of $428,424.00, and authorize staff approval of 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 capital accumulation in the Sewer Main Program (330-230-770-45).

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. Brent Drive Sewer Bid Tabulation
2. Brent Drive Construction Agreement with Germer _ Final with attachments

BRENT DRIVE SEWER PROJECT
Bids Opened 1/9/2024

				Enigneer Estimate		Bid Motley-Motley		Bid Big Sky		Bid M.L. Albright		Bid Germer Construction	
Item No.	**Item Description**	**Qty.**	**Unit**	**Unit Price**	**Amount**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**
1	Mobillization	1	LS	$ 30,000.00	$ 30,000.00	$ 43,000.00	$ 43,000.00	$ 77,000.00	$ 77,000.00	$ 52,000.00	$ 52,000.00	$ 30,624.00	$ 30,624.00
2A	Bypass Pumping Procurement and Site Delivery	1	LS	$ 14,000.00	$ 14,000.00	$ 10,250.00	$ 10,250.00	$ 6,750.00	$ 6,750.00	$ 8,500.00	$ 8,500.00	$ 8,940.00	$ 8,940.00
2B	Bypass Pumping Operation	5	DAILY	$ 3,000.00	$ 15,000.00	$ 1,150.00	$ 5,750.00	$ 743.00	$ 3,715.00	$ 1,500.00	$ 7,500.00	$ 3,770.00	$ 18,850.00
3A	Remove / Dispose Bituminous Surface	635	SY	$ 25.00	$ 15,875.00	$ 15.00	$ 9,525.00	$ 10.00	$ 6,350.00	$ 40.00	$ 25,400.00	$ 10.50	$ 6,668.00
3B	Remove / Dispose of Concrete Sidewalk	5	SY	$ 80.00	$ 400.00	$ 70.00	$ 350.00	$ 200.00	$ 1,000.00	$ 200.00	$ 1,000.00	$ 28.00	$ 140.00
3C	Remove / Dispose of 6" Concrete Sanitary Pipe	540	LF	$ 25.00	$ 13,500.00	$ 84.00	$ 45,360.00	$ 13.00	$ 7,020.00	$ 95.50	$ 51,570.00	$ 18.00	$ 9,720.00
3D	Remove / Dispose of Sanitary Manhole	6	EA	$ 3,000.00	$ 18,000.00	$ 2,700.00	$ 16,200.00	$ 2,800.00	$ 16,800.00	$ 2,750.00	$ 16,500.00	$ 2,850.00	$ 17,100.00
4	Construct Concrete Sidewalk	5	SY	$ 100.00	$ 500.00	$ 230.00	$ 1,150.00	$ 525.00	$ 2,625.00	$ 500.00	$ 2,500.00	$ 100.00	$ 500.00
5	Sanitary Sewer Manhole (4' Diameter)	7	EA	$ 7,500.00	$ 52,500.00	$ 5,460.00	$ 38,220.00	$ 7,350.00	$ 51,450.00	$ 5,200.00	$ 36,400.00	$ 7,700.00	$ 53,900.00
6	8" PVC Sanitary Sewer Pipe (Class D Backfill)	1290	LF	$ 130.00	$ 167,700.00	$ 143.00	$ 184,470.00	$ 132.00	$ 170,280.00	$ 111.00	$ 143,190.00	$ 148.00	$ 190,920.00
7	Reconnect Existing Sewer Service	15	EA	$ 2,500.00	$ 37,500.00	$ 1,600.00	$ 24,000.00	$ 3,250.00	$ 48,750.00	$ 5,120.00	$ 76,800.00	$ 1,600.00	$ 24,000.00
8	Hot Mix Asphalt Patching	150	TON	$ 300.00	$ 45,000.00	$ 182.00	$ 27,300.00	$ 600.00	$ 90,000.00	$ 307.00	$ 46,050.00	$ 246.00	$ 36,900.00
9	Inlet Protection	5	EA	$ 250.00	$ 1,250.00	$ 108.00	$ 540.00	$ 125.00	$ 625.00	$ 125.00	$ 625.00	$ 300.00	$ 1,500.00
10	Track out Prevention	1	LS	$ 5,000.00	$ 5,000.00	$ 3,230.00	$ 3,230.00	$ 2,500.00	$ 2,500.00	$ 7,500.00	$ 7,500.00	$ 1,600.00	$ 1,600.00
11	Abandonment of 6" Concrete Sanitary Pipe	1	LS	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00	$ 17,500.00	$ 17,500.00	$ 4,000.00	$ 4,000.00	$ 2,062.00	$ 2,062.00
12	Traffic Control	1	LS	$ 30,000.00	$ 30,000.00	$ 13,500.00	$ 13,500.00	$ 10,500.00	$ 10,500.00	$ 15,250.00	$ 15,250.00	$ 8,000.00	$ 8,000.00
13	Force Account	1	EST	$ 17,000.00	$ 17,000.00	$ 17,000.00	$ 17,000.00	$ 17,000.00	$ 17,000.00	$ 17,000.00	$ 17,000.00	$ 17,000.00	$ 17,000.00
				TOTAL	**$ 473,225.00**	**TOTAL**	**$ 445,845.00**	**TOTAL**	**$ 529,865.00**	**TOTAL**	**$ 511,785.00**	**TOTAL**	**$ 428,424.00**

CONSTRUCTION AGREEMENT
FOR BRENT DRIVE SEWER PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND GERMER CONSTRUCTION, INC.

THIS CONSTRUCTION AGREEMENT FOR BRENT DRIVE SEWER PROJECT BETWEEN CITY OF MOSCOW, IDAHO, AND GERMER CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2024, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Germer Construction, Inc., 140 East Palouse River Drive, Moscow, Idaho, 83843 (hereinafter "CONTRACTOR"):

W I T N E S S E T H:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

ARTICLE 1.
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through seven (7), and the following:

1. Drawings, Specifications and Proposal, Attachment 'A' for: Brent Drive Sewer Project, City of Moscow Project No. 101-023**,** consisting of **125 pages**;
2. Bid Proposal of CONTRACTOR, dated January 9th, 2024, see Attachment 'B', consisting of **11 pages**;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of **15 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'.

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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:

"Brent Drive Sewer Project"

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than April 1, 2024 and shall be substantially completed no later than September 27, 2024. The work shall be completed within Ninety (90) 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 the Contract Documents. 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-Eight Thousand Four Hundred Twenty-Four Dollars ($428,424.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Four Hundred Twenty-Eight Thousand Four Hundred Twenty-Four Dollars ($428,424.00), United States currency, unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
TERMINATION

Termination provisions are governed by the attached Contract Documents.

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ARTICLE 6.
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 7.
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 8.
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 9.
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 10.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits and attachments hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party

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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 11.
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 this 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.

Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, CONTRACTOR certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

Employment of Residents of Idaho. Pursuant to Idaho Code § 44-1001, CONTRACTOR certifies that it will employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code § 44-1003, as employees for the completion of the terms required in this Agreement. If CONTRACTOR employs less than fifty (50) employees on this project, CONTRACTOR may employ up to ten percent (10%) nonresidents for the completion of the terms required in this Agreement. In all cases, CONTRACTOR agrees to give a preference to bona fide Idaho residents. The parties agree that if Project involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

Not an Abortion Provider or Affiliate. Pursuant to Idaho Code Title 18 Chapter 87, CONTRACTOR certifies that it is not an abortion provider or an affiliate of any abortion provider and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion related activity.

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ARTICLE 12.
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. Furthermore, Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

ARTICLE 13.
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 14.
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 15.
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 16.
COMMUNICATIONS

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

CONTRACTOR:

Germer Construction, Inc.
Dave Germer
140 E. Palouse River Drive
Moscow, ID 83843

CITY:

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

ARTICLE 17.
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 18.
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 19.
EXECUTION

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

I, Dave Germer, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Germer Construction, Inc. to this Agreement.

CONTRACTOR:

Germer Construction, Inc.

_____

By: Dave Germer, President

CITY:

City of Moscow, Idaho

_____

Arthur D. Bettge, Mayor

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ATTEST:

_____
Laurie M. Hopkins, City Clerk

Approved as to Form:

_____
Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Dave Germer, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Germer Construction, Inc.

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

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COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND PROPOSAL FOR:

Brent Drive Sewer Project

CITY OF MOSCOW PROJECT NO. 101-023

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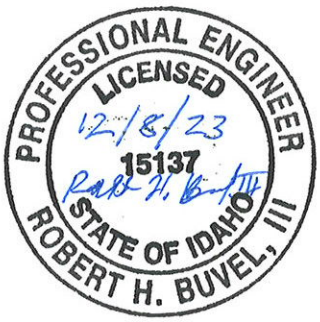
CITY OF MOSCOW, IDAHO

Community Development
Engineering Division
Moscow, Idaho 83843
(208) 883-7034

Plans, Specifications and Proposal

Brent Drive to S. Morton Sewer Project

CITY OF MOSCOW PROJECT NO. 101-023



STAFF ENGINEER:
BOB BUVEL, 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 – Brent Drive Sewer Project**" until **2:00 p.m.,** prevailing local time, **Tuesday, January 9, 2024**, for the following project:

BRENT DRIVE SEWER PROJECT

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 South Washington Street, Moscow, ID 83843.

This project consists of, but is not limited to, the removal and installation of sanitary manholes of varying depths, the abandonment of sanitary sewer main, the removal of sanitary sewer main, and the installation of 8, and 4" PVC sanitary sewer pipe. The installation of new sanitary sewer main includes, but is not limited to: the installation of sanitary sewer pipe, the reconnection of existing sanitary sewer services, removal of asphalt roadway, and the placement of aggregate base or cold mix asphalt in areas where asphalt has been removed to allow temporary vehicular access, the, paving of all removed asphalt roadway, and the operation of a temporary bypass pump to allow connection of the new sanitary system to the existing without disruption of sewer service. All work shall be completed as shown on the construction plans and as described in the specifications.

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

Once on the Quest site, you may download the digital plan documents for a **non-refundable free of $22.00.** The Quest project number is **8875305.** Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

The Contract Documents may also be examined at the City of Moscow 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, via Email only at: 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: December 9, 2023 & December 16, 2023

Publish Dates: December 9, 2023 & December 16, 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 LINCOLN SOUTH OF PUBLIC SEWER PROJECT, (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:

Subcontractors	Trade Specialty	Idaho Public Works License No.	$ Amount
a.			
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for BRENT DRIVE SEWER PROJECT 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

No.	Item Description	Quantity & Unit	Unit Price	Total Price
1.	Mobilization	1 LS	$	$
2A.	Bypass Pumping Procurement and Site Delivery	1 LS	$	$
2B.	Bypass Pumping Operation	5 DAILY	$	$
3A.	Remove / Dispose Bituminous Surface	635 SY	$	$
3B.	Remove / Dispose of Concrete Sidewalk	5 SY	$	$
3C.	Remove / Dispose of 6” Concrete Sanitary Pipe	540 LF	$	$
3D.	Remove / Dispose of Sanitary Manhole	6 EA	$	$
4.	Construct Concrete Sidewalk	5 SY	$	$
5.	Sanitary Sewer Manhole (4’ Diameter)	7 EA	$	$
6.	8” PVC Sanitary Sewer Pipe (Class D Backfill)	1290 LF	$	$
7.	Reconnect Existing Sewer Service	15 EA	$	$
8.	Hot Mix Asphalt Patching	150TON	$	$
9.	Inlet Protection	5 EA	$	$
10.	Track Out Prevention	1 LS	$	$
11.	Abandonment of 6” Concrete Sanitary Pipe	1 LS	$	$
12.	Traffic Control	1 LS	$	$
13.	Force Account	1 EST	$ 17,000	$ 17,000
			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 _____, 2024

CONSTRUCTION AGREEMENT
FOR PROJECT NAME
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY

THIS CONSTRUCTION AGREEMENT FOR PROJECT NAME 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:

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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.

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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:

"Project Name"

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

ARTICLE 8.
CONFLICT OF INTEREST

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

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

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

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

ARTICLE 11.
EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12.
LEGAL FEES

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

ARTICLE 13.
JURISDICTION, VENUE AND NONWAIVER

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

ARTICLE 14.
SPECIAL WARRANTY

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

ARTICLE 15.
COMMUNICATIONS

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

CONTRACTOR:

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

_____

By: Authorized Agent

CITY:

City of Moscow, Idaho

_____

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 a non-refundable fee of $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 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 bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may, within a reasonable time, object to as incompetent or undesirable.

IB-8. AWARD OF CONTRACT

A. The contract will not be awarded until the CITY is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The CITY may request and the bidder must provide the CITY with a current balance sheet and a list of tools owned by the bidder.

B. Within thirty (30) days after the opening of the proposals the CITY will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the CITY's judgment, will serve the best interest of the CITY.

C. The contract will not be awarded until the bidder has obtained an appropriate Idaho public works license from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

IB-9. FAILURE TO EXECUTE CONTRACT

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

IB-10. NONDISCRIMINATION IN EMPLOYMENT

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

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

to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the City, be awarded the contract.

IB-11. WAGE RATES

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

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

A. The contractors, in consideration of securing the business of erecting or construction public works in this State, recognizing that the business in which he/she is engaged is of a transitory character, and that in the pursuit thereof, his/her property used therein may be without the State when taxes, excises, or license fees to which he/she is liable become payable, agrees:

1. To pay promptly when due all taxes, (other than real property), excises and license fees due to the State, its subdivisions, and municipal quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability, for the payment thereof exists, even though the same constitute liens upon his/her property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

3. That, in the event of his/her default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him/her hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

IB-13. PERFORMANCE PERIOD

A. This work shall start no earlier than April 1, 2024 and shall be substantially completed no later than August 23, 2024. The work shall be completed within Ninety (90) 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 <u>each</u> of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does <u>not</u> need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.

D. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may within a reasonable time object to as incompetent or undesirable.

GENERAL CONDITIONS

GC-1. COMPLIANCE

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

B. All work shall be completed in accordance with the specifications and plans established for this project.

GC-2. DEFINITIONS

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

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

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.

B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.

C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him/her such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him/her from responsibility for errors of any sort in shop drawings or schedules.

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

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

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

GC-5. INVESTIGATION BY BIDDERS

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

GC-6. NON-DISCRIMINATION

A. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or disability.

B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitted proposals hereunder must apply to the Engineer for the required information or explanation before the bids are submitted.

B. The request for such explanation or interpretation shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the Engineer in writing and a copy will be filed in the office of the City Clerk. CITY will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold CITY or any person responsible for any error or omission that may have been made by the bidder.

GC-8. CONTRACTS

A. Contract Form

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

B. Execution of Agreement

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

C. Subcontracts

1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.

2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.

   a. The Contractor shall bind every subcontractor to the following:

      (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.

      (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.

      (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.

   b. The Contractor agrees:

      (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.

      (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.

(3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him/her as the total amount certified to the Contractor is to the value of the work done by him/her.

(4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.

(5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.

(6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.

(7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

(8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.

(9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.

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

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

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or

2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or

3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or

4. Discontinues the prosecution of the work for more than ten (10) days; or

5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or

6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or

7. Disregards laws, ordinances, or the instruction of the Engineer; or

8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or

9. Makes an assignment for the benefit of creditors; or

10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then CITY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. CITY may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an Agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.

11. Costs and charges incurred by CITY, together with the cost of completing the work under the Agreement, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, then the Contractor and its surety shall be liable and shall pay to CITY the amount of such excess.

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

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

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

F. Assignment:

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

GC-9. QUANTITIES FURNISHED BIDDERS

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

1. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:

i. If the total cost of a particular item of Unit Price Contract amounts to fifteen percent (15%) or more of the total Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Contract performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Bid Form; and

ii. If there is no corresponding adjustment with respect to any other item of Work; and

iii. If CONTRACTOR thinks that CONTRACTOR has incurred additional expense as a result thereof; or if the CITY thinks that the quantity variation entitles the CITY to an adjustment in the unit price, either the CITY or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of one hundred twenty-

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

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

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

GC-10. MAJOR CHANGES

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

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

C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

A. CITY shall have the right to issue written change orders to Contractor within the general scope of the work without the consent of the Contractor and without notice to any surety of the Contractor. If for any reason extra work is ordered by CITY and the compensation for such extra work cannot be agreed upon in advance, such work will be paid for at the actual cost of the labor, materials, and field supervision required, with the addition of not to exceed a total of fifteen percent (15%) to cover general overhead and profit (including subcontractor's general overhead and profit), use of small tools, payment of insurance and medical aid, taxes, and all other costs in connection therewith. If a fixed sum or unit prices can be agreed upon for any extra work that may be ordered, such sum and prices, together with a description of the work, shall be made a part of the written order. Such orders will be prepared by the Engineer in triplicate, with one (1) copy to CITY, one (1) to the Contractor and one (1) retained by the Engineer.

B. If during the progress of the work, the Contractor believes he/she is entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to CITY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, CITY may, at its discretion, reject the claim. CITY shall specifically reject claims of this nature that have been withheld by the Contractor for more than thirty (30) days.

GC-12. MONTHLY PAYMENTS

A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.

B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.

C. CITY may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:

1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;

2. Defective and/or condemned and/or non-conforming work or materials not remedied;

3. Failure of the Contractor to make proper payments to a subcontractor;

4. Reasonable doubt that this contract can be completed for the balance then unpaid;

5. Damages to another Contractor where there is evidence thereof;

6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.

D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.

B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:

1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon

request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.

2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.

3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.

C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.

E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

A. If the Contractor abandons the work for a period of twenty-one (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying CITY of his/her intention to cease

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

GC-15. AUTHORITY OF ENGINEER

A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.

B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.

C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.

D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.

F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11.

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

GC-16. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and Agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.

B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.

C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

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

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

been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.

B. The Contractor shall take out and maintain during the term of this Agreement, statutory worker's compensation insurance for all employees who will work on this Project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.

C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) per occurrence, and ONE MILLION DOLLARS ($1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.

D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.

E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.

F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

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

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

A. The Contractor shall be responsible for all work until its acceptance by CITY.

B. The Contractor shall be responsible for all quality control including but not limited to tests and inspections; correction, removal of defective work.

1. Tests and Inspections

a. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

b. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for CITY's and Engineer's acceptance of the Work at the site except: costs incurred in connection with tests or inspections as otherwise specifically provided in the Contract Documents.

c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

d. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to City and Engineer.

e. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

f. Uncovering Work as provided in paragraph e. above shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

GC-20. USE OF COMPLETED PORTION

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

GC-21. SIGNATURES

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

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

GC-22. ORDERS TO BEGIN WORK

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

GC-23. ORDER OF WORK

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

B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.

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

GC-24. EFFICIENCY OF OPERATION/LICENSING

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

GC-25. PROTECTION OF WORK AND PROPERTY

A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.

B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:

1. Inform the Engineer in writing of such need; and

2. Plot the location of such tree on the site plan which is the subject of this Agreement; and

3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 et seq.

C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.

D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.

E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.

F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.

G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

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

GC-27. GUARDS AND BARRICADES

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

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

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

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

GC-29. MAINTAINING POSTAL SERVICE

A. Postal service shall be maintained in accordance with instructions of the U.S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office Department, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the Post Office Department.

B. It will be the Contractor's responsibility to contact the U.S. Post Office Department for their requirements in maintenance of postal service and to follow those requirements.

C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.

D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-30. EMERGENCY WORK

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

GC-31. SUPERVISION OF WORK

A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him/her shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.

B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

A. Correction of Work before Final Payment:

1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in

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

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

B. Correction of Work after Final Payment:

1. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting 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:

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 forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.

E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of

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

F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.

G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.

H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

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

GC-37. CLEANUP

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

GC-38. PROOF OF TAX PAYMENT

A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT (https://tax.idaho.gov/forms/EFO00168_05-27-2020.pdf). Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.

B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make final payment to Contractor until a tax release (https://tax.idaho.gov/forms/EFO00234_05-27-2020.pdf). from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

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

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

GC-40. JURISDICTION AND DISPUTE RESOLUTION

A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.

B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.

C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:

1. agrees with the other party to submit the Claim to another dispute resolution process; or

2. gives written notice to the other party of the intent to file an action in the Second Judicial District of the State of Idaho which court, the parties agree, is the court with jurisdiction to hear the dispute. The action must then be filed not later than sixty (60) days after substantial completion of the Project.

GC-41. PERMITS AND LICENSES

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

B. Those required by the Moscow City Code, such as:

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

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

C. Those required by the Idaho Code or other State Law.

D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

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

GC-43. NO THIRD PARTY BENEFICIARIES

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

GC-44. COMPLIANCE WITH GRANT CONDITIONS

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

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

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

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

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

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

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

2.1 Traffic Control

A. The Contractor shall obey all rules, laws, ordinances and regulations of all traffic regulatory authorities having jurisdiction regarding the closing or barricading of public streets. Work shall not begin until the proper permits have been acquired and all required traffic control devices are in place.

B. **Prior to commencement of work, the Contractor shall submit to the Engineer for review, Traffic Control Plan(s) created by an *ATSSA or ESC certified Traffic Control Supervisor.* The plan shall be consistent with requirements detailed in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and shall include identification of detour routes for pedestrians. All traffic control devices shall be MUTCD approved, and installed and maintained by *ATSSA or ESC certified Traffic Control Technicians*. In the event where flagging is required to control traffic flow around a work zone, all flaggers shall have a *current ATSSA or ESC flagging card.***

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

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

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

D. The Contractor shall promptly reopen streets and driveways to the public after construction work requiring their closure is completed, and all safety issues have been resolved. Local traffic shall be provided access to private properties at all times, except during necessary stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of hot mix asphalt pavement, placing and curing of Portland cement pavement, and deep sewer excavation which prohibits safe travel of vehicular traffic. No private driveway may be closed except as provided here-in, or unless permission is given the Contractor by the owner of the property affected. Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times. The Contractor shall be solely responsible for any damages which may result from failure to provide such reasonable access.

E. The Contractor shall take every precaution to protect pedestrian, bicycle and vehicular traffic. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions and safeguards, he/she shall do so immediately, and to whatever extent the Engineer directs at no additional cost to the City. Should the City Engineer deem it necessary to augment the traffic control devices and the Contractor be unresponsive or unwilling to do so, the Contractor will be charged the customary rental rate and force account charges for the required personnel to bring the site into compliance with the MUTCD.

2.2 Right of Way Use Permits

A. All street and sidewalk closures require a City issued Street Closure Permit.

B. Work within public right of way requires a City issued Right of Way use permit.

C. Work within State of Idaho highway right-of-way requires an Idaho Transportation Department (ITD) permit. These permits must be obtained through the City; not directly from ITD.

2.3 Payment: Traffic Control

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

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

ES-3. MATERIALS

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

ES-4. REMOVALS AND DISPOSALS

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

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

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

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

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

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

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

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

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

ES-5. EARTHWORK

5.1 Excavation

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

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

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

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

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

5.2 Structural Fill

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

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

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

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

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

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

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

5.3 Payment

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

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

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

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

6.2 Construction Requirements

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

6.3 Payment

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

ES-7. CRUSHED ROCK BASE

7.1 Description

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

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

7.2 Aggregate

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

Sieve Size	Percent Passing
1 inch	100
¾ inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

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

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

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90 – 100
½ inch	60 – 80
No. 4	35 – 60
No. 8	25 – 50
No. 30	10 – 30
No. 200	2 – 9

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

7.3 Test Methods

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

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

7.4 Placing

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

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

7.5 Mixing

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

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

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

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

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

7.6 Shaping and Compaction

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

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

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

7.7 Payment

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

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

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

Dispose of the excavated material per Specification ES-4.

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

8.3 Payment

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

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

ES-9. WATERING

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

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

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

ES-10. WEIGHING

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

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

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

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

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

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

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

A. Concrete shall be mixed and delivered by means of any of the following:
   1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)

   2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)

   3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)

   4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)

B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.

C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.

D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50 or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.

E. When a truck mixer is used for complete mixing each batch of concrete shall be mixed for not less than 70 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing, if any, shall be at agitating speed.

F. When a truck mixer or agitator is used for transporting concrete that has been completely mixed in a stationary mixer, mixing during transport shall be at the agitating speed.

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

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

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

12.6 Finishing Concrete

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

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

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

12.7 Curing Concrete

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

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

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

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

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

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

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

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

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

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

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

ES-13. CONCRETE CURB

13.1 General

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

13.2 Forms

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

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

13.3 Joints

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

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

13.4 Construction Requirements

A. Dimensions. All curbs, unless otherwise specified, shall be in accordance with dimensions conforming to one of the types shown on City of Moscow Standard Drawings as specified by the approved project plans.

B. Consistency. All Class A curb (cast in place) shall be of good plastic consistency and shall have a slump of three (3) inches and shall be tested by the Engineer according to the provisions of AASHTO T-119.

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

13.5 Finishing

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

13.6 Curing

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

13.7 Backfilling

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

13.8 Payment

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

ES-14. CONCRETE SIDEWALK

14.1 General

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

14.2 Gravel Base

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

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

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

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

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

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

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

14.3 Construction requirements

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

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

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

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

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

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

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

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

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

D. Curing. Curing shall be performed by applying a sealing compound conforming to AASHO M-148 Type I to the surface of the concrete immediately after it has set sufficiently to permit such application. Curing shall conform to Section ES-12.7.

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

15.2 Rolling and Compaction

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

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

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

15.3 Tack Coat

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

15.4 Payment

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

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

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

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

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

16.2 Aggregates

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

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

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

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

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

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

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

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

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

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

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

16.3 Curing and Protection

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

16.4 Joint Fillers and Sealants

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

16.5 Air-Entrained Concrete

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

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

AIR CONTENT OF FRESHLY MIXED CONCRETE

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

1-1/2, 2, and 3	5 ± 1
3/4 and 1	6 ± 1
3/8 and 1/2	7-1/2 ± 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, HDPE Cretex Pro-Ring or City approved equal.

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

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

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

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

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

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

ES-18. MANHOLES AND CATCH BASINS

18.1 General

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

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

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

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

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

A. Base Sections. Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.

B. Joints. All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.

C. Steps. Not required.

D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

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

18.4 Sanitary Sewer Manholes

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

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

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

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

C. Water tightness

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

2. Hydrostatic Testing.

a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.

b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.

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

18.5 Storm Sewer Manholes

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

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

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

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

18.6 Catch Basins and Catch Inlets

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

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

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

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

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

18.7 Risers

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

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

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

19.2 Type of Backfill

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

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

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

19.3 Excavation and Backfill for Fire Hydrants

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

19.4 Trench Excavation

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

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

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

19.5 Materials

A. Foundation Stabilization. Materials for foundation stabilization shall be 3/4 inch minus crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.

B. Granular Material. Granular backfill shall be 3/4 inch minus crushed basalt conforming to ES-7.

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

D. Compaction Equipment. Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

19.6 Workmanship

A. Clearing. Do not remove existing trees or tree limbs over 2 inches in diameter, whether on public or private property, unless they are within 4 feet of the pipe centerline without permission from the Engineer. All such work shall conform to the City's Community Forestry ordinance. The Contractor shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from clearing operations. Material shall be disposed of in such a manner as to meet all requirements of state, county and local regulations regarding health, safety and public welfare.

B. Obstructions. This term refers to obstructions which may be removed and do not require replacement. Obstructions within the trench area or adjacent thereto such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, rubbish and debris of all

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

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

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

C. Utility Repairs. Any and all underground utility damaged in any way during trench excavation shall be repaired and properly backfilled, by the Contractor, at no cost to the City. The repair shall be as approved by the City – NO EXCEPTIONS.

D. Removal and Replacement of Topsoil. In all cases where trenches cross lawns, garden areas, pasture lands, cultivated fields, or other areas on which reasonable topsoil conditions exist; first remove the topsoil for a depth of 10 inches for the full width of the trench to be excavated. Stockpile this topsoil to one side of the right-of-way and do not mix with the remaining excavated material. Replace the topsoil in the top 10 inches of the backfilled trench. In lieu of stockpiling the top 10 inches of soil, "Imported Topsoil" from borrow pits may be substituted in the top 8 inches. Maintain the finished grade of the topsoil, over the center line of the trench, level with the immediate area bordering the trench, until acceptance of final seeding. Correct all damage to adjacent topsoil caused by trenching or pipe laying operations by removal of all rock, gravel, clay, and any other foreign materials from the surface and by regrading the additional topsoil as required.

E. Pavement, Curb and Sidewalk Removal. Cut (full depth) all asphaltic concrete or Portland Cement concrete pavements (regardless of the thickness), and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer or other approved pavement cutter. Removal of street surfacing for excavations shall comply with the Specifications and Standard Drawing for Street/Alley Curb Repair. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.

F. Trench Width. Minimum width of trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe except by permission of the Engineer.

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

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

G. Grade. Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the

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

H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.

I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.

J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the lunch hour as well as overnight.

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

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

K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.

L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.

M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.

N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:

1. <u>Class A Backfill</u>
Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers,

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

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

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

2. Class B Backfill

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

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

3. Class C Backfill

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

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

4. Class D Backfill

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

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

5. Class E Backfill

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

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

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

6. Class F Backfill

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

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

7. Subsurface Drain Backfill

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

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

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

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

* All percentages are by weight.

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

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

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

O. Maintenance of Excavated Trench. Maintain the excavated trench between any two successive valved sections of pipeline or as specified in the project Special Provisions until the following operations have been completed, to the satisfaction of the Engineer, for waterline construction: Service connections have been installed, including pressure tap; valves, valve boxes, hydrants and thrust blocks installed, hydrostatic or air testing, sterilization, cleanup and restoration of all physical features, utilities restored to their original condition, or better, and in general, all work required between the two line valves accomplished with the exception of repaving.

P. Maintenance of Trench Backfill. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material to keep the surface of the backfilled trenches reasonably smooth and free from excessive ruts and potholes and suitable for normal traffic flow.

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

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

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

R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.

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

19.7 Payment

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

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

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

Pipe zone backfill is specified under Section ES-20.

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

ES-20. PIPE

20.1 Storm Sewer Pipe

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

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

Culvert Pipe: Corrugated Steel Pipe and Pipe Arches conforming to AASHTO M 36, 2-2/3" x ½ corrugations. Round pipe shall be 16 gage minimum; arch pipe shall be 12 gage minimum.

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

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

20.2 Sanitary Sewer Pipe

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

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

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

20.3 Perforated Subsurface Drain Pipe

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

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

The pipe shall be wrapped with a filtering sock.

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

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

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

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

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

Perforated Corrugated Plastic Pipe
Perforated Solid Wall Plastic Pipe

1.Perforated Corrugated Plastic Pipe

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

2. Perforated Solid Wall Plastic Pipe

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

20.4 Water Pipe & Ductile Iron Fittings

A. Joints. Pipe joints shall be push-on joints except where specifically shown or detailed otherwise.

B. Mechanical Joint Fittings. Three-inch through sixteen inch mechanical joint ductile iron fittings shall be Tyler SSB Class 350 ductile iron fittings, or an approved equal, and shall conform to ANSI/AWWA C-111

C. Flanged Ductile Iron Fittings. Flanged fittings shall conform to ANSI/AWWA C-110 and shall be faced and drilled to 125-pound ANSI. The fittings shall be 125 PSI rated working pressure and cement-mortar lined to same thickness specified for pipe.

D. Mechanical Couplings. Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with long solid sleeves and be Mechanical Joint Class 350. Mechanical couplings shall mean straight couplings, transition couplings, reducing couplings, and flanged coupling adapters.

E. Ductile Iron Pipe. All ductile iron pipe shall be centrifugally cast of 60-42-10 iron and shall conform to ANSI / AWWA C-151. Thickness class or classes shall be 51(minimum). The pipe shall be cement mortar lined and seal coated in accordance with ANSI / AWWA C-104. The rubber ring gaskets shall be suitable for the specified pipe sizes and pressure and shall conform to applicable parts of the latest federal specification ANSI / AWWA C-111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.

F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.

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

20.5 Pipe Laying

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

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

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

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

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

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

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

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

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

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

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

C. Caps and Connections. Caps for pipe branches, stubs, or other open ends which are not to be immediately connected shall be made of an approved material and shall be secured in a place with a joint comparable to the main line joint, or stoppers may be of an integrally cast breakout design. Caps of the type recommended by the pipe's manufacturer shall be used.

D. Imported Pipe Zone Material. Granular material for pipe zone backfill shall be 3/4" minus crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

E. Water Main Location and Separation. The location and separation of the water and non-potable water main pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08 – Idaho Rules for Public Drinking Water Systems.

F. Permissible Deflection at Joints - Water Pipe. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted, the amount of deflection allowed shall not exceed the values in the following table:

*MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)

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

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

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

G. Anchorage (water pipe)

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

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

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

20.6 Pipe Testing and T. V. Inspection

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

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

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

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

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

1. Exfiltration Test (Using Air)

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

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

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

$$T = 0.0109\ D2L$$

   T = time in seconds
   D = nominal inside diameter of pipe in inches
   L = length of pipe in feet

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

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

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

2. T.V. Inspection

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

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

B. Water Pipe

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

20.7 Plugging Existing Pipe

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

20.8 Basis of Payment

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

B. Sanitary Sewer Pipe. The accepted quantities of sanitary sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe. The cost of furnishing all pipe zone material is also included in this item.

C. Perforated Sub-Surface Drain Pipe. The accepted quantities of subsurface drain pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.

D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.

E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

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

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

ES-21. GATE VALVES AND VALVE BOXES

21.1 Scope

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

21.2 Materials

A. Gate Valves (all sizes). Valves shall be ductile iron AMERICAN FLOW CONTROL SERIES 2500 resilient seated valves, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown. Valves shall conform to ANSI / AWWA C-509.

B. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4-inch shaft, and shall be TYLER 6855 series of appropriate length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4-inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word “Water” shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.

C. Extension stems for valve operators. Where the depth of the opening nut is more than 4.5 feet, standard operating extensions shall be provided to bring the operating nut to a point

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

21.3 Workmanship

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

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

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

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

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

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

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

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

ES-22. FIRE HYDRANTS

22.1 Scope

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

22.2 Materials

A. Low Pressure Hydrants. Hydrants to be Corey pattern with nominal 5-1/4 inch main valve opening with 6 inch bottom connections. Equip with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper port with a 5 inch Storz hose nozzle. The Storz nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designated by the manufacturer. Storz adapters will not be accepted. Operating nut shall be equipped with O-ring seals and shall open when turned to the left or counterclockwise. Hydrants shall be of the break-flange or safety-top type. Hydrants shall conform to AWWA C-502, and these Specifications. The depth of bury will generally be five (5) feet; and as required to accommodate site conditions. Nozzle threads shall be American National Standard. The hydrant isolation valve shall be attached to the tee at the main and all of the piping shall be restrained from the tee to the hydrant with flanged fittings, retaining glands (mega lugs, etc.) or tie rods as approved by the City Engineer. Hydrants shall be factory painted or may be painted by the contractor using a high quality industrial enamel high intensity red paint above the ground line; spray can paint will not be allowed.

B. Manufacturer, "Model": Waterous, "Pacer" or Mueller, "Centurion"

C. Base Block. Solid precast concrete pier block having nominal dimensions of 8-inch thickness by 15-inch square base.

D. Drain Rock. Washed 1-1/2 inch crushed rock or graded river gravel free of organic matter, sand, loam, clay, and other small particles that will tend to restrict water flow through the gravel.

E. Concrete for Thrust Blocking. City Standard per ES-11.

F. Thrust Ties. 3/4 inch diameter steel rods and Duc-Lugs as manufactured by Stellar Corporation, Columbus, Ohio, or approved equal. Rods shall have rust resistant protective coating.

G. Auxiliary Gate Valve. See City Standard ES-21.

22.3 Workmanship

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

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

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

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

B. Excavation. Do not carry below sub-base grade. Replace over-excavated areas with gravel, and hand tamp to provide firm foundation.

C. Base Block. Place on firm level sub-base to assure uniform support.

D. Installation of Hydrants. Place hydrant carefully on base block to prevent the base block from breaking. After hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.

E. Drain Rock. Place gravel around base block and hydrant bottom after hydrant has been blocked in place. Drain gravel shall be not less than 6 inches above hydrant drain opening. Do not connect drainage system to sewer.

F. Concrete Thrust Blocking. Place after hydrant is blocked in its final position and hydrant is joined to pipe. Concrete thrust block shall have a minimum of 4 square feet of bearing area against undisturbed earth. Restraint devices such as flanged fitting, mega lugs, or tie rods may be used in lieu of thrust blocks if approved by the City Engineer.

G. Bury Depth and Thrust Ties. The ground surface around fire hydrants shall be as follows:

1. Behind the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 10 feet behind the back of the hydrant. The City Engineer may approve a lesser bury requirement if thrust ties consisting of two ¾ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
2. Sides of the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from the

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

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

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

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

22.4 Payment

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

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

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

A. Sewer house connections, where required on the plans or ordered by the Engineer, shall be a minimum of four (4) inch diameter pipe. The pipe shall conform to Specification ES-8.2, except that it shall be green in color.

B. Pipe zone material, unless otherwise specified, shall be 3/4 inch minus pea gravel, crushed rock, pea gravel, or clean sand.

23.2 Workmanship

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

B. ROMAC style "CB" saddles shall be furnished and installed by the City and paid for by the contractor.

C. Sanitary sewer services shall not be connected to manholes.

D. Maximum deflection permissible with any one fitting shall not exceed 45 degrees and shall be accomplished with long-radius curves or bends. Short-radius elbows or curves will not be permitted except by approval of the Engineer.

E. Provide ends of all sewer house connection lines with standard watertight plugs, suitably braced to prevent blowoff during internal hydrostatic or air testing. With all plugs in place, test the sanitary sewer lines in accordance with ES-20.6.

F. After the line has been tested by the Contractor and accepted by the Engineer, the Contractor shall furnish and install an approved marker, as per City of Moscow Standard Drawings, to identify the ends of the sewer stubs. The marker shall be wrapped with detectable sewer tape.

G. Conform to applicable portions of Section ES-19 and Section ES-20.2.

H. Backfill the pipe zone with granular pipe zone material, hand-placed simultaneously on both sides of the pipe for the full trench width and hand-tamped with approved tamping bars supplemented by 'walking in' and slicing with a shovel.

I. Backfill, above the pipe zone, shall conform to applicable portions of Section ES-19. Do not backfill sewer house connection pipe until inspected and approved by the Engineer.

J. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

K. Install as per the Standard Construction Drawings.

L. Separation of storm and sanitary sewer service laterals from water mains and water service lines shall conform to the requirements of Idaho Drinking Water Standards.

23.3 Basis of Payment

A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.

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

ES-24. STREET / ALLEY CUT REPAIR

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

ES-25. EROSION AND SEDIMENT CONTROL

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

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

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

ES-26. STORMWATER RUNOFF CONTROL

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

ES-27. IMPORTED TOPSOIL

27.1 General

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

27.2 Payment

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

ES-28. SEEDING

28.1 Seed

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

28.2 Application

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

28.3 Fertilizer

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

28.4 Mulch

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

28.5 Seedbed Preparation

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

28.6 Payment

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

ES-29. TREE TRIMMING

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

ES-30. INSPECTION

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

A. After storm sewer lines, sanitary sewer lines, perforated drain lines and their structures are in place, but before any backfilling is started.

B. Prior to and during the placement of all concrete. This inspection shall be requested when the forms are in place and ready to receive the concrete.

C. After the street has been excavated and compacted, but before any crushed rock is placed.

D. During the application and processing of the crushed rock base and after the crushed rock base has been placed and compacted, but before the prime coat is applied.

E. After valve boxes, catch basins, manholes and monuments have been adjusted to the proper elevation.

F. Prior to and during the placement of prime coat and tack coat.

G. Prior to and during the placement of all Superpave hot mix asphalt pavement.

H. At the completion of the job, after all cleanup, backfilling and all other work is done and job is ready for final acceptance.

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

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

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

ES-31. WORKMANSHIP AND CLEAN UP

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

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

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

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

ES-32. MOBILIZATION

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

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

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

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

SPECIAL PROVISIONS

SCOPE

These special provisions cover the work necessary for the abandonment of approximately five hundred eighty (580) linear feet of sanitary sewer main, the removal of eight hundred twenty-five (825) linear feet of sanitary sewer main, and the installation of thirteen hundred (1300) linear feet of sanitary sewer main. The abandonment and removal of the existing sanitary sewer main work includes, but is not limited to, the removal of six (6) manholes of varying depths, the saw cutting and removal of asphalt roadway, and the placement of aggregate base or cold mix asphalt in areas where asphalt has been removed to allow temporary vehicular access. The installation of new sanitary sewer main work includes, but is not limited to, the installation of six (6) manholes, paving of all removed asphalt roadway, and the operation of a temporary bypass pump to allow connection of the new sanitary system into the existing. 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.

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

SP-1. MOBILIZATION .....L.S.

SP-2. BYPASS PUMPING

This work consists of, but not limited to, the implementation of a temporary bypass pumping system for the sanitary sewer line. The purpose of bypass pumping is to prevent sewage overflows and provide reliable sewer service to the users of the sanitary sewer at all times. The Contractor shall maintain sewage flow in the construction area in order to prevent back-up and/or overflow into upstream pipe segments and laterals, adjacent ditches, storm sewers, and waterways. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-20, ES-21, ES-23, City of Moscow Standard Construction Drawings, ISPWC Division 500, and these Specifications.

The Contractor will be required to provide a written plan/sketch for implementation and sequencing of bypass pumping for review and approval of the Engineer prior to installation of the bypass system. The plan shall include sufficient detail to show the location, number and size of pumps, backup pump plans, the number, location, size and type of hoses and/or rigid piping, and the location of the downstream discharge. Show any special features where pipes or hoses cross roadways, drainage features, temporary trenches, support bridges, etc. Show temporary manholes, sumps, and connections required for bypass pumping. The plan shall also include an emergency response plan to be followed in the event of failure of the pumping and/or diversion system.

Flow levels will be regularly monitored to unacceptable levels of sewage. The Contractor will be held responsible for any damage resulting from backing up flow.

A plastic lining is required to cover the trench bottom and walls when there is a potential for sewage to spill into the trench area. The plastic coverings used to contain wastewaters, or used in

secondary containment to prevent spills, shall be seamless to prevent infiltration and be a minimum of 10 mils thick.

Any sewage spills that occur during construction shall be cleaned and sterilized using an approved chemical solution to the satisfaction of the Engineer. All waste must be removed and properly disposed of immediately.

A. BYPASS PUMPING PROCUREMENT AND SITE DELIVERY

This work shall consist of, but not limited to, the procurement and delivery of all associated material and equipment necessary to operate and maintain a temporary bypass system.

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

B. BYPASS PUMPING OPERATION

This work shall consist of, but not limited to, the set up and operation of the temporary bypass system. All work shall be in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, ES-23, and the Standard Drawings.

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

Measurement and Payment:

Measurement for BYPASS PUMPING PROCUREMENT AND SITE DELIVERY shall be lump sum. Measurement for BYPASS PUMPING OPERATION shall be per day as measured in the field. Measurement for BYPASS PUMPING OPERATION will be recorded to the quarter of the day in two hours increments with a full day being a minimum of 6 hours of pump operation. Payment shall include all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-2A. BYPASS PUMPING PROCUREMENT AND SITE DELIVERY.....L.S.
SP-2B. BYPASS PUMPING OPERATION .....DAILY

SP-3. REMOVALS AND DISPOSALS

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

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

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

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 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 inches (6") of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, and four inches (4") of new, compacted base rock beneath new curbs is considered incidental to the removal items**.

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

C. REMOVE / DISPOSE OF 6" CONCRETE SANITARY PIPE

This work shall consist of, but not limited to, the removal and disposal of existing six (6) inch concrete sanitary sewer main. Existing services are expected to connect to this section of pipe, if an unlocated service is identified during removal immediately notify the Engineer before disconnection and removal. Any line not removed shall be plugged with non-shrink grout to the satisfaction of the Engineer. The removal shall be completed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Disconnection, plugging, and removal of existing lateral services are considered incidental to this pay item.

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

D. REMOVE / DISPOSE OF SANITARY MANHOLE

This work shall consist of, but not limited to, the removal and disposal of one sanitary manhole regardless of the type (precast, poured in place, etc.), material, or depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Void space remaining after removal shall be filled and compacted with native soils or 3/4" (-) crushed rock as directed by the Engineer. Backfill of the immediate and surrounding areas disturbed by construction shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent surface. Topsoil shall be compacted to a density of between 85% and 90% of AASHTO T99. The Engineer must approve a method of compaction in advance. Fill materials, topsoil backfill, and labor shall be considered incidental to this pay item.

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

Measurement and Payment:

Measurement for REMOVE / DISPOSE OF BITUMINOUS SURFACE and REMOVE / DISPOSE OF CONCRETE SIDEWALK shall be by the square yard as measured in the field. Measurement for REMOVE / DISPOSE 6" CONCRETE SANITARY PIPE shall be by the linear foot as measured in the field. Measurement for REMOVE / DISPOSE OF SANITARY MANHOLE will be measured per each. 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-3. A. REMOVE / DISPOSE OF BITUMINOUS SURFACE..... S.Y.

SP-3. B. REMOVE / DISPOSE OF CONCRETE SIDEWALK ..... S.Y.

SP-3. C. REMOVE / DISPOSE 6" CONCRETE SANITARY PIPE..... L.F.

SP-3. D. REMOVE / DISPOSE OF SANITARY MANHOLE .....EA.

SP-4. CONSTRUCT CONCRETE SIDEWALK

This work shall consist of, but not limited to, the installation of concrete sidewalk. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-14, and the Standard Drawings.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed sidewalk, such that adjacent area is left in its original state.

Underground electric pull boxes immediately adjacent to newly constructed sidewalk shall be adjusted to grade established during asphalt patch back.

Excavation and disposal of material necessary to accommodate the placement of 6 inches of new compacted base rock beneath the sidewalk is considered incidental to the removal items.

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, seeding 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, seeding materials and equipment.

Measurement and Payment:

Measurement for CONSTRUCT CONCRETE SIDEWALK shall be paid per square yard, as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include base rock, excavation, topsoil, seeding all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4. CONSTRUCT CONCRETE SIDEWALK..... S.Y.

SP-5. SANITARY SEWER MANHOLE (4' DIAMETER)

This work shall consist of, but not limited to, the installation of sanitary sewer manhole. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES18, ES-19, ES-23, and the Standard Drawings.

Steps shall not be installed in manhole.

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

Measurement and Payment:

SANITARY SEWER MANHOLE (4' DIAMETER) be paid per each as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, ring, risers, and cover and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-5. SANITARY SEWER MANHOLE (4' DIAMETER) .....EA.

SP-6. 8" PVC SANITARY SEWER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of eight (8) inch PVC sanitary sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch minus (3/4"-) crushed rock shall be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill trench with 95% compacted three-quarter inch minus (3/4"-) crushed rock in lifts not to exceed six (6) inches of depth. The pipe shall have a minimum gradient of two tenths (2/10) of a percent in order to produce a half-full pipe velocity of two (2) feet per second, unless otherwise approved by the Engineer. **Testing of sanitary sewer lines and manholes shall conform to ISPWC Division 500 – SEWER- Section 501 Part 3.4.** The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

Aggregate used for backfilling of trench to final grade is considered incidental to this pay item.

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

Measurement and Payment:

8- INCH PVC SANITARY SEWER PIPE be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-6. 8" PVC SANITARY SEWER PIPE (CLASS D BACKFILL)..... L.F.

SP-7. RECONNECT EXISTING SEWER SERVICE

This work shall consist of, but not limited to, the reconnection of sanitary sewer services and pipe from the sewer main to the property line, and including the required fittings. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, ES-23 and the Standard Drawings. This shall include service pipe, service "y", and connection to existing service pipe regardless of length. Inverts of existing and new service lines must match.

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

Measurement and Payment:

Measurement and payment for RECONNECT EXISTING SEWER SERVICE shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation,

bedding, pipe, backfill, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-7. RECONNECT EXISTING SEWER SERVICE ..... EA.

SP-8. HOT MIX ASPHALT PATCHING

This work shall consist of paving back removed bituminous surfaces with hot mix asphalt pavement as shown in the Contract Plans and in accordance with ES-15 and these Specifications. This work shall take place after the aggregate base grade and compaction are approved by the Engineer. This item shall consist of a minimum 1 lift of 1/2" Superpave HMA pavement surface course for areas that require three (3) inches of asphalt. A minimum of two lifts of 1/2" Superpave HMA pavement surface course is required for any asphalt patches exceeding three (3) inches in depth as specified in ES-15. Each lift shall not exceed three (3) inches of compacted depth.

Asphalt shall have a minimum compacted thickness of three (3) inches on Brent Drive and four (4) inches on E Street.

Do not apply asphalt if the roadway surface or weather conditions can prevent proper construction. Apply an asphalt tack coat to existing asphalt surfaces and to the surface of each course constructed, except the final course. Apply tack coat to transverse and longitudinal joints and the contact surfaces of curbing, gutters, manholes or other structures. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Measurement and Payment:

Measurement for HOT MIX ASPHALT PATCHING shall be by the ton, as determined by weigh slips, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall include all costs incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-8. HOT MIX ASPHALT PATCHING ..... TON

SP-9. INLET PROTECTION

This work consists of installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Measurement and Payment:

INLET PROTECTION will be measured per each for each device furnished and installed on the project one time. 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-9. INLET PROTECTION ..... EA.

SP-10. TRACK-OUT PREVENTION

This item shall consist of, but not limited to, the procurement and implementation of equipment and or BMPs to prevent the tracking of sediment off the job site. All work shall be completed in accordance with the Project Plans, Engineering Specifications, City of Moscow Standard Construction Drawings, and these Specifications.

All feasible efforts shall be made to prevent sediment from leaving the job site through vehicle tracking. Equipment like rumble strips, construction entrances, wheel washes or other common industry practices shall be utilized to prevent vehicle tracking.

If vehicle tracking does occur through failure, misuse or lack of BMPs the contractor will be required to deploy street sweeping equipment to clean all affected roadways including those roadways affected by the spread of sediment by public vehicle traffic.

Measurement and Payment:

Measurement for TRACK-OUT PREVENTION shall be lump sum as shown on the Contractor's Bid Proposal. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-10. TRACK-OUT PREVENTION .....L.S.

SP-11. ABANDONMENT OF 6" CONCRETE PIPE

This item shall consist of, but not limited to, the abandonment of existing six (6) inch concrete pipe. All work shall be completed in accordance with the Project Plans, Engineering Specifications, City of Moscow Standard Construction Drawings, and these Specifications.

Sections of pipe that are abandoned under permanent structures shall be filled with a controlled density fill (CDF). 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.

Measurement and Payment:

Measurement for ABANDONMENT OF 6" CONCRETE PIPE shall be lump sum as shown on the Contractor's Bid Proposal. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-10. ABANDONMENT OF 6" CONCRETE PIPE.....L.S.

SP-12. TRAFFIC CONTROL

This item shall consist of furnishing all necessary materials, labor, equipment and incidentals necessary to adequately sign, flag and direct vehicular traffic and pedestrians through or around the project. Traffic control must conform to the requirements of ES-2, the Manual on Uniform Traffic Control Devices (MUTCD), ITD's Standard Specifications for Highway Construction, and these Specifications. Initiation of the traffic control plan will require five (5) days prior notification of the City.

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. The Contractor can choose to adopt the Traffic Control Plans provided in the Plans or can supply their own Traffic Control Plans prepared by a Traffic Control Supervisor.

Approval of construction signing and flagging assignment must be made in the field by the Engineer prior to any paving operations.

A sufficient number of barricades and flashers shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the latest edition of the MUTCD. When flagging is to be used, an adequate number of *certified* flaggers must be provided for each movement of traffic. The contractor shall have flagging vests and stop paddles on the job for use in flagging operations. The contractor must be prepared to provide unexpected signing if construction operations dictate the need. The contractor must also provide an individual to function as a contact for Traffic Control Maintenance in evenings and weekends.

If at any time, required traffic control is not in place as shown in the traffic control plan(s), the City may immediately stop all work until adequate traffic control is in place.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the Work. Construction shall be scheduled such that parking areas and business entrances are accessible for all effected commercial enterprises.

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

Traffic control devices shall be continuously maintained by the Contractor until the concrete has sufficiently cured and adjacent topsoil has been replaced to allow the safe return to normal use of the facility by the public.

Measurement and Payment:

Measurement and payment for TRAFFIC CONTROL shall be by the lump sum as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-16. TRAFFIC CONTROL.....L.S.

SP-17. 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.

<u>Measurement and Payment:</u>

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 feeds, 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

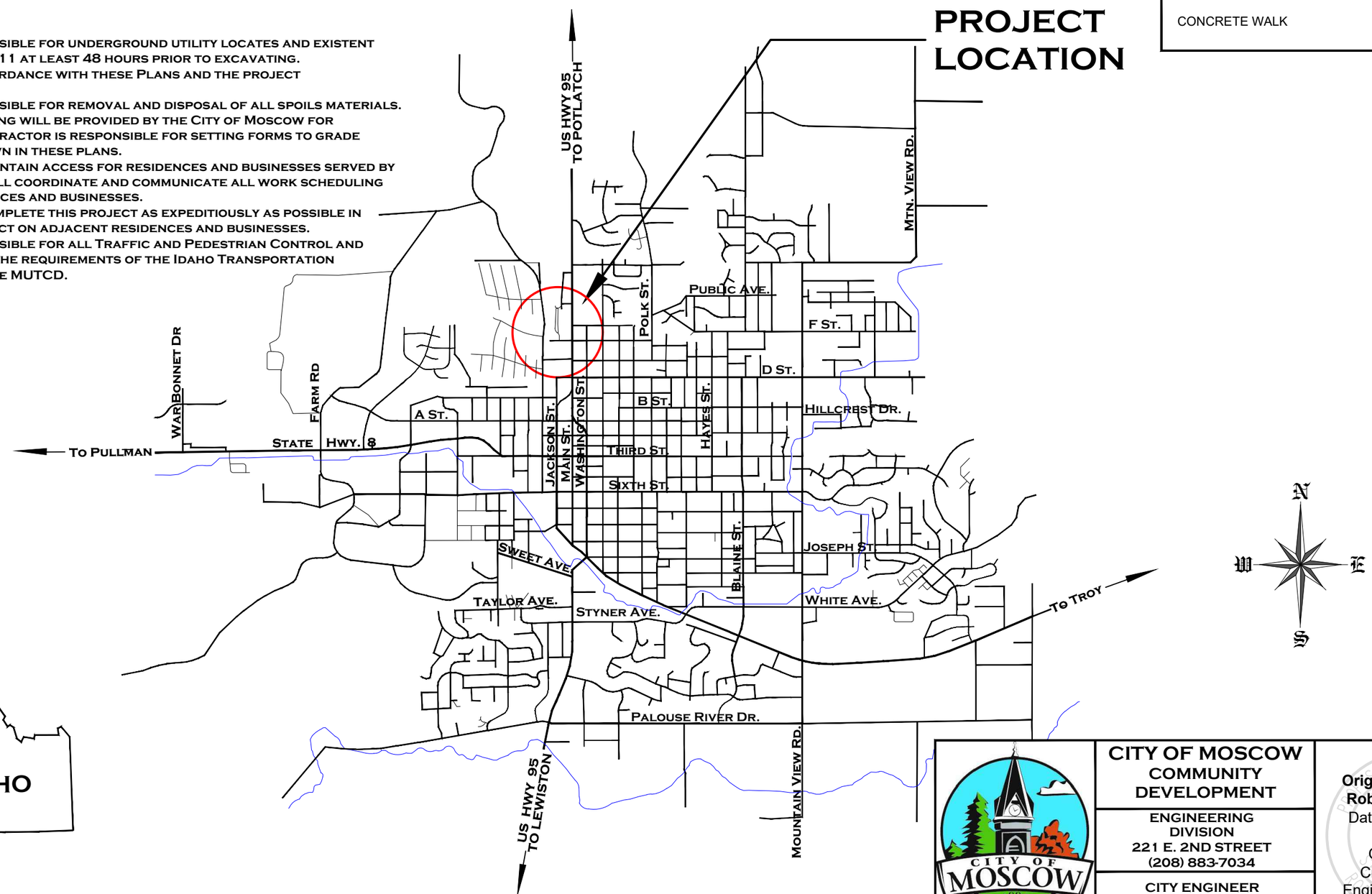
CITY OF MOSCOW
BRENT DRIVE
SEWER PROJECT
PROJECT NO. 101-023

LEGEND

EXISTING SANITARY SEWER	SAN
PROPOSED SANITARY SEWER	
EXISTING SANITARY SERVICE	SS SS
EXISTING SANITARY MANHOLE	
PROPOSED SANITARY MANHOLE	
HOT MIX ASPHALT PATCHING	
CONCRETE WALK	

GENERAL NOTES:

1. The Contractor is responsible for underground utility locates and existent depth verification. Call 811 at least 48 hours 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 DEVELOPMENT

ENGINEERING DIVISION
221 E. 2ND STREET
(208) 883-7034

CITY ENGINEER
SCOTT BONTRAGER

Original Signed By:
Robert H. Buvel III
Date Original Sign:
12/8/2023
On File With:
City of Moscow
Engineering Division

SIGNED AND DATED

Original Signed By:
Robert H. Buvel III
Date Original Sign:
12/8/2023
On File With:
City of Moscow
Engineering Division

REVISIONS

DATE	DRAWN BY:	DESCRIPTION	CHK'D. BY:

Job No.: 101-023 File Name: Brent Drive Sewer Phase 2.dwg

BRENT DRIVE SEWER PROJECT

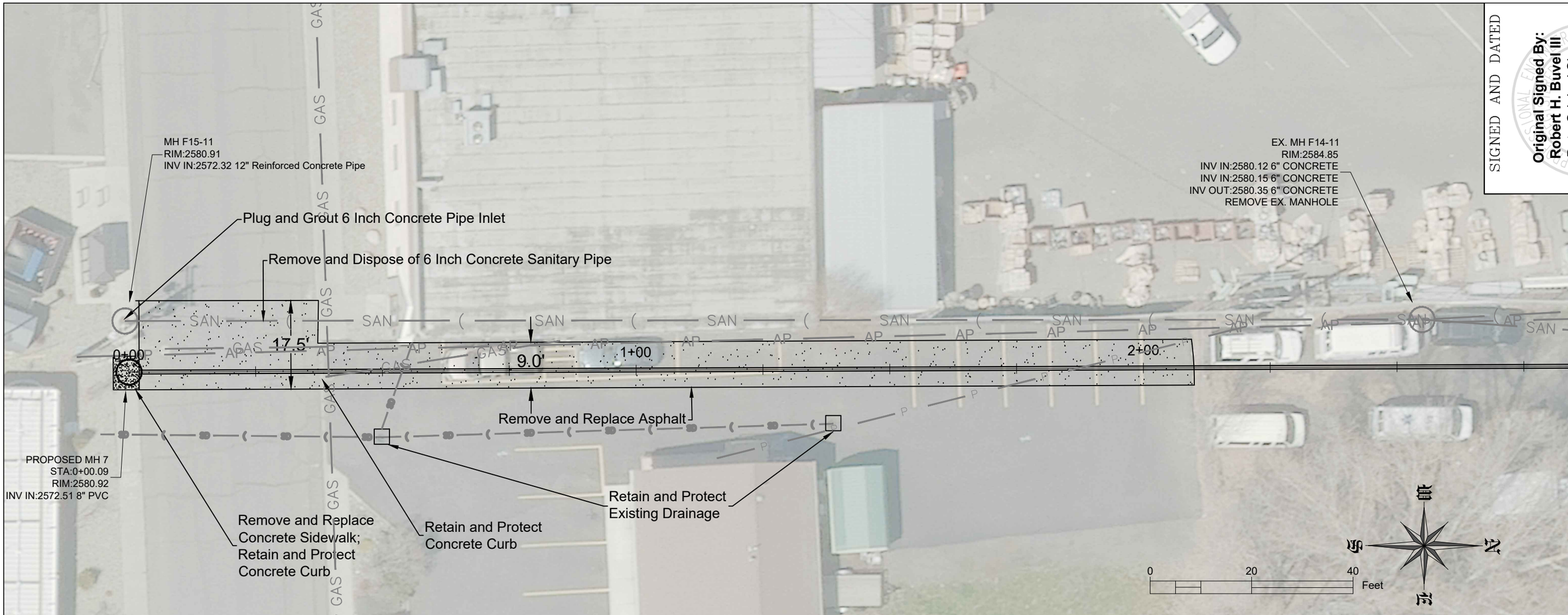
PROJECT INDEX

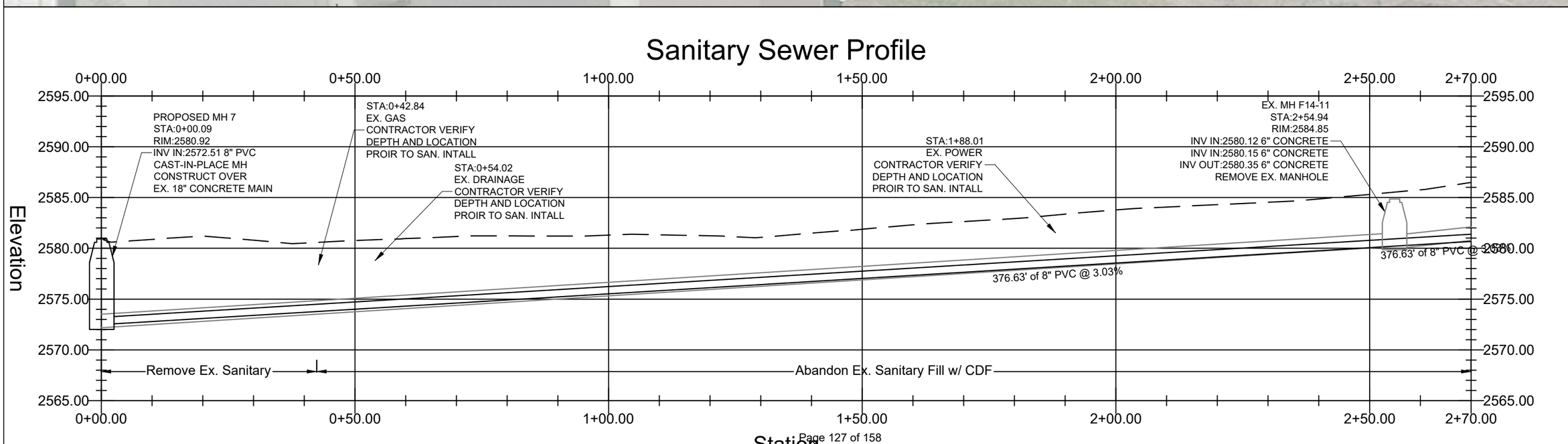
PROJECT No. 101-023

SCALE: 1" = 80'
DATE: 12/8/2022
DRAWN BY: B. BUVEL
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 2 OF 8





SIGNED AND DATED

Original Signed By:
Robert H. Buvel III
Date Original Sign:
12/8/2023
On File With:
City of Moscow
Engineering Division

REVISIONS

DATE	DRAWN BY:	DESCRIPTION	CHK'D. BY:

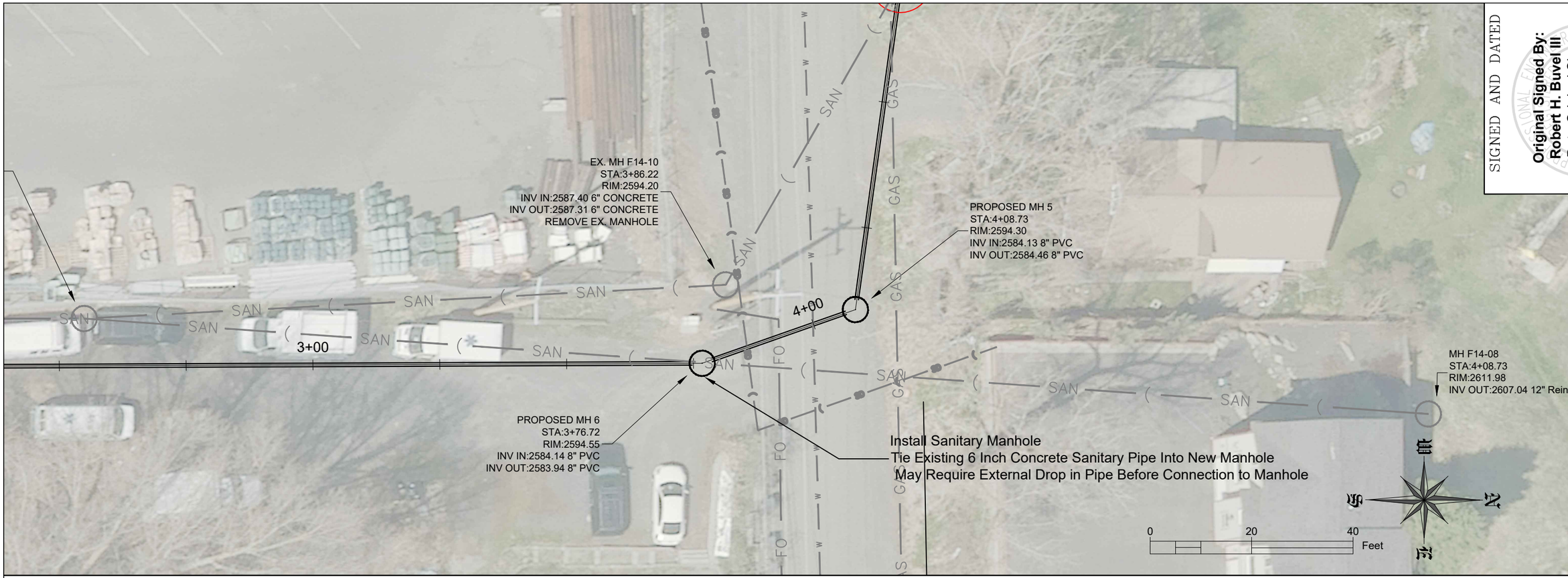
Job No.: 101-023
File Name: Brent Drive Sewer Phase 2.dwg

BRENT DRIVE SEWER PROJECT
PROJECT DETAILS
PROJECT No. 101-023

SCALE: 1" = 20'
DATE: 12/8/2022
DRAWN BY: B. BUVEL
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 3 OF 8



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Robert H. Buvel III
Date Original Sign:
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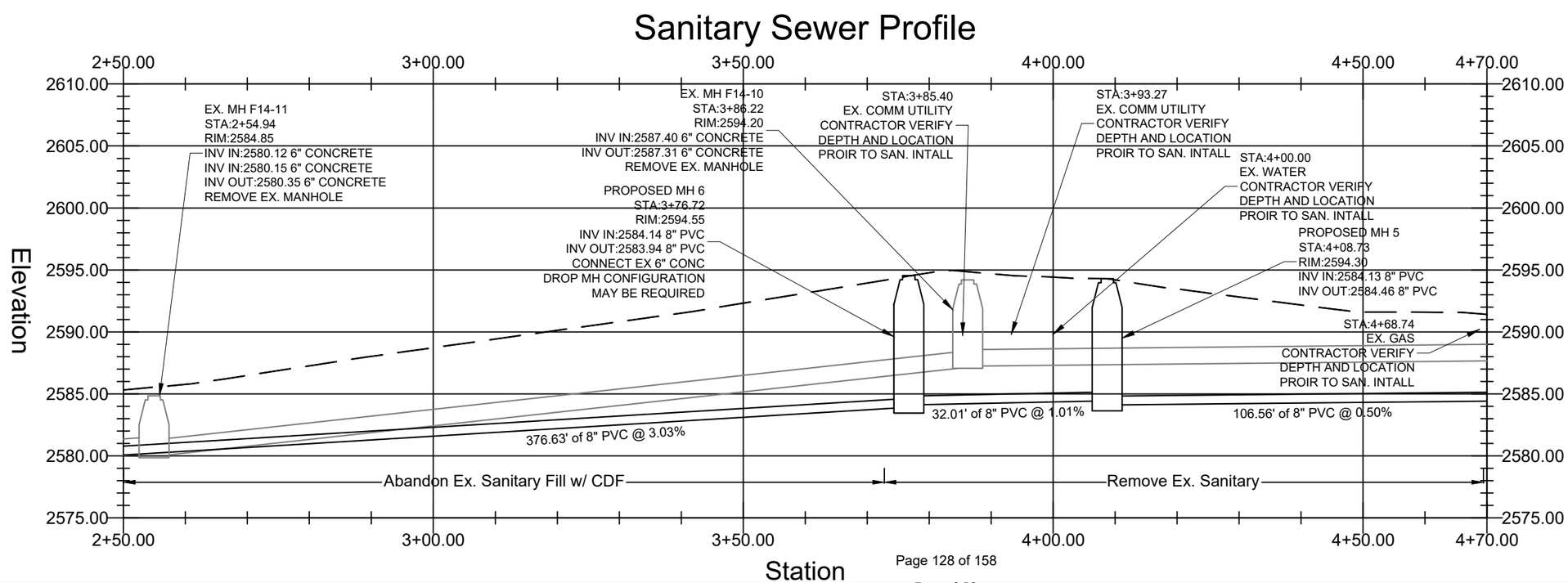

REVISIONS

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Job No.: 101-023 File Name: Brent Drive Sewer Phase 2.dwg

BRENT DRIVE SEWER PROJECT

PROJECT DETAILS

PROJECT No. 101-023

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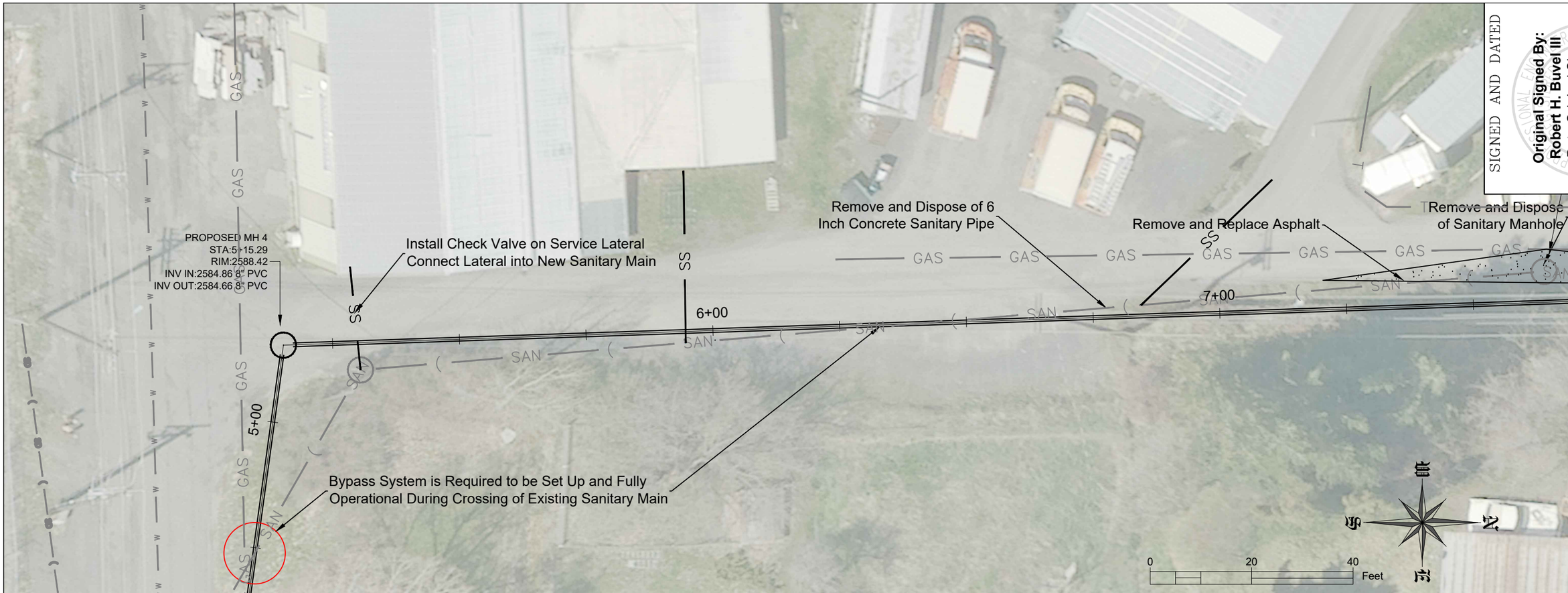
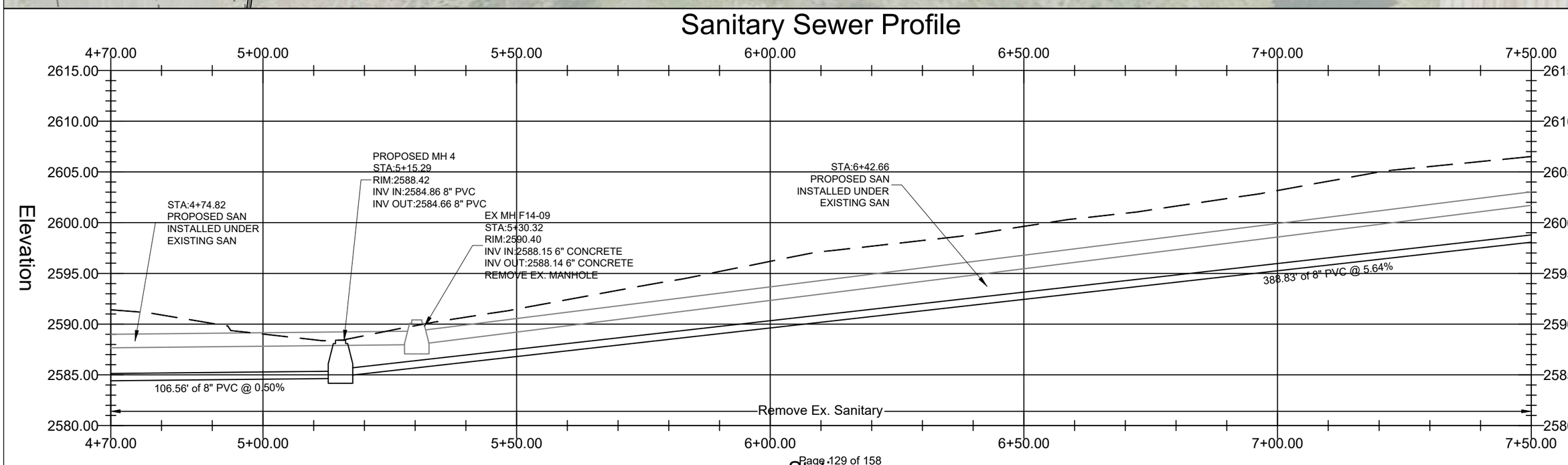
CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 4 OF 8





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REVISIONS

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Job No.: 101-023 File Name: Brent Drive Sewer Phase 2.dwg

BRENT DRIVE SEWER PROJECT

PROJECT DETAILS

PROJECT No. 101-023

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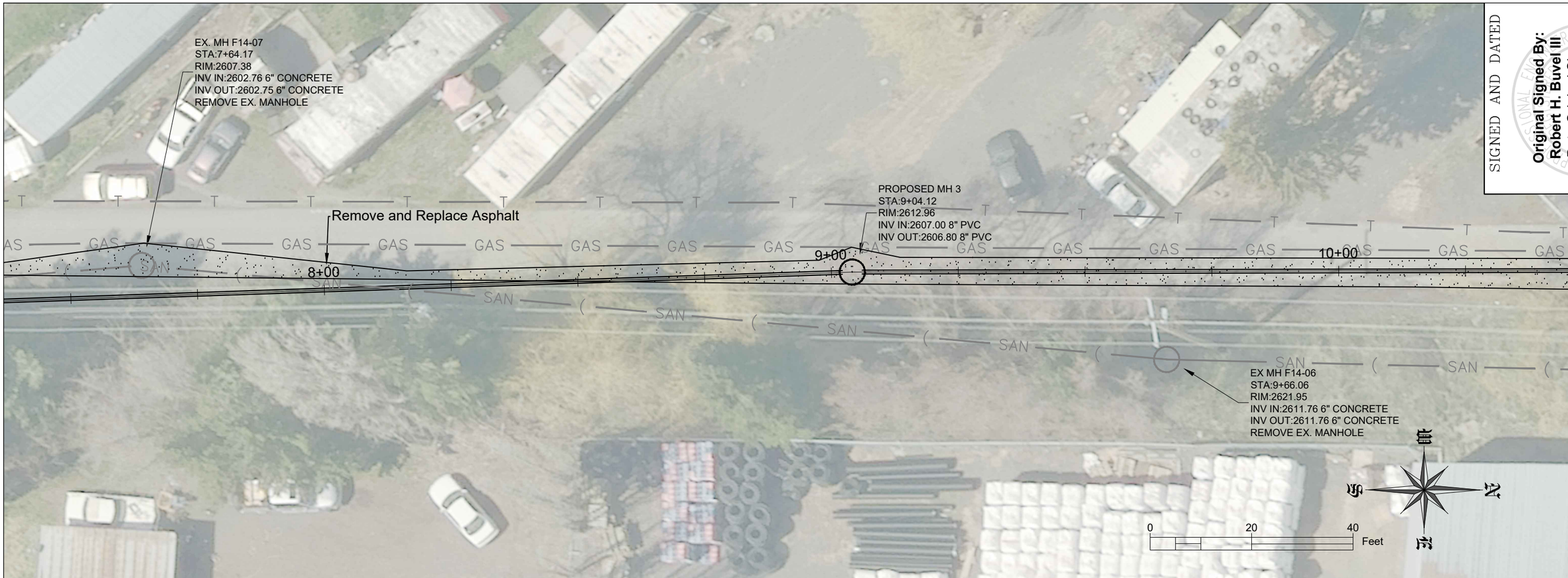
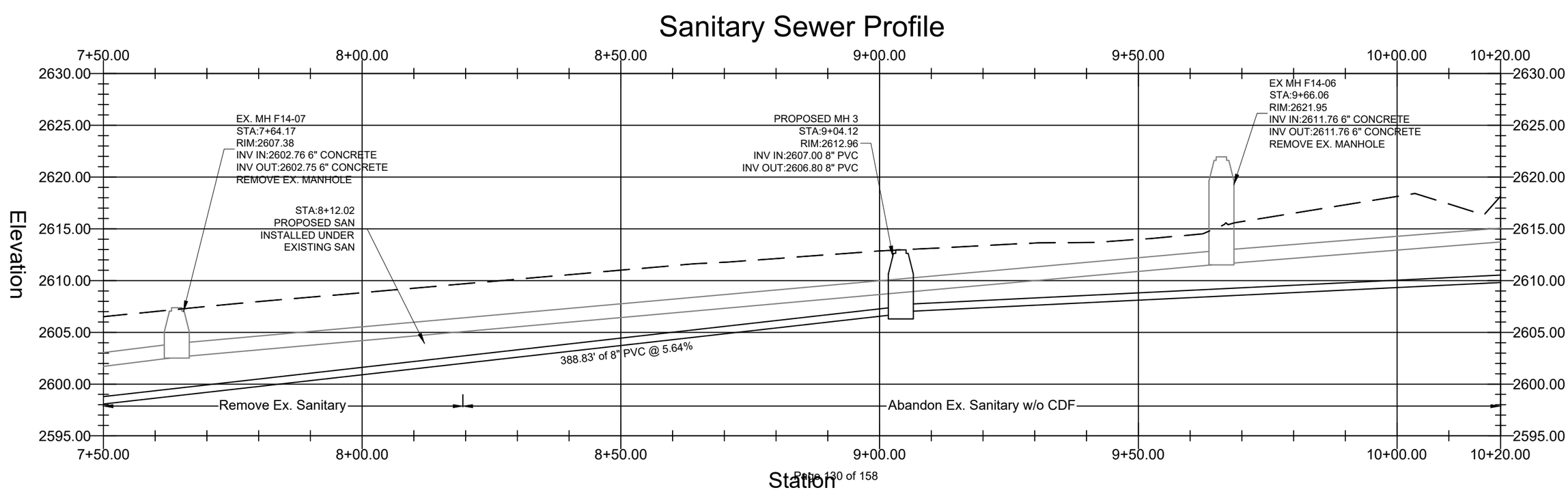
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 5 OF 8





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REVISIONS

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BRENT DRIVE SEWER PROJECT

PROJECT DETAILS

PROJECT No. 101-023

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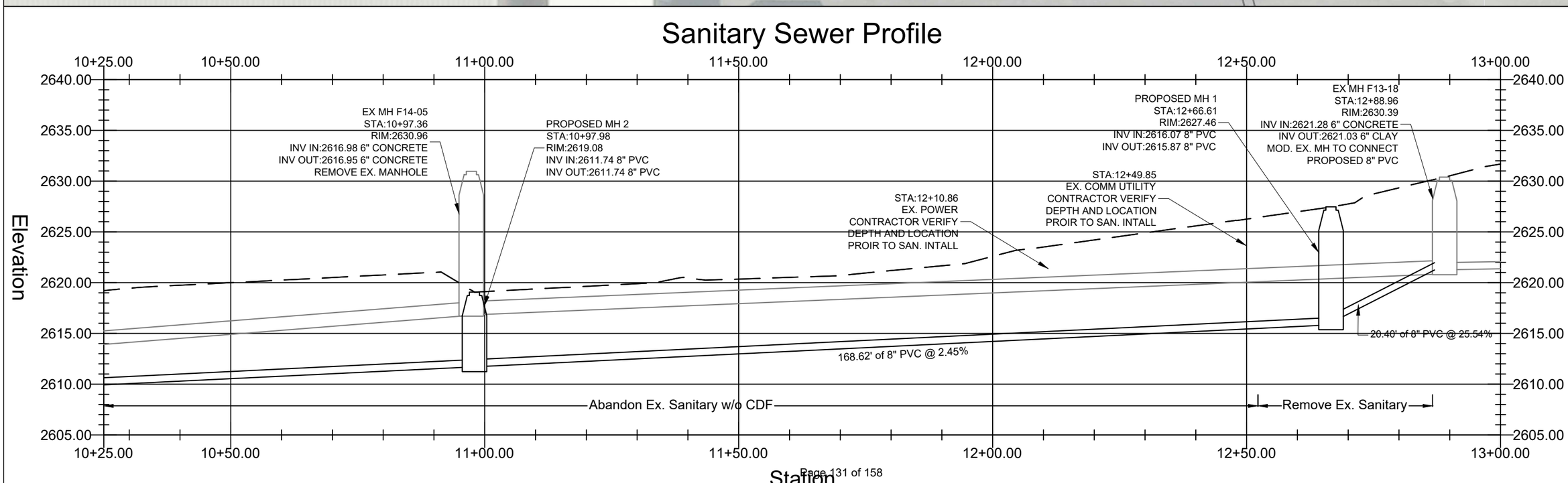
CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 6 OF 8



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BRENT DRIVE SEWER PROJECT

PROJECT DETAILS

PROJECT NO. 101-023

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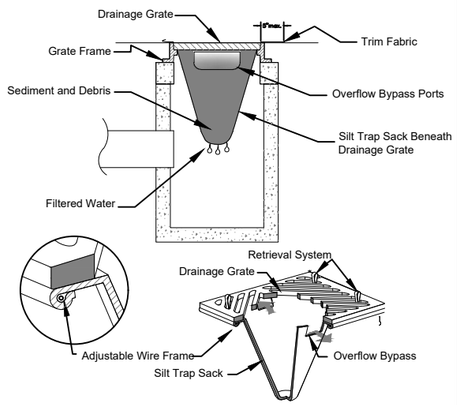
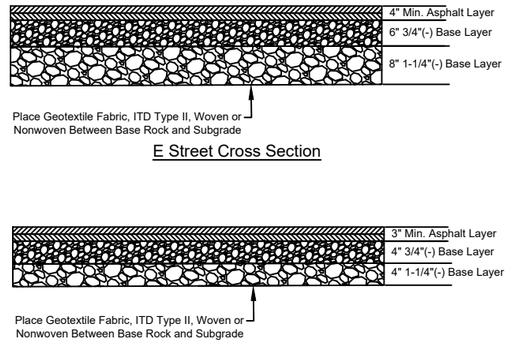
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 7 OF 8



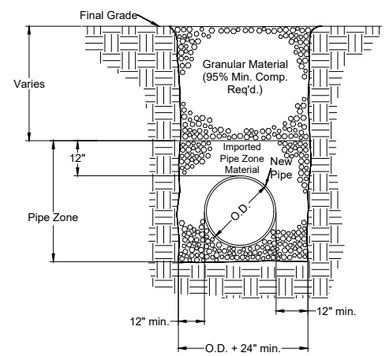
INLET PROTECTION DETAIL
Not to Scale



ROADWAY BASE DETAIL
Not to Scale

NOTES:

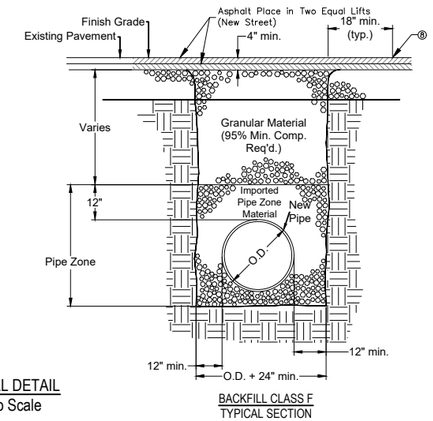
1. Class 'C' Backfill shall be used in areas where asphalt pavement, concrete curb, sidewalk, driveway, or gravel surfacing is not anticipated and where topsoil is not required.
2. Class 'D' Backfill is for areas where asphalt pavement, concrete, curb, sidewalk, or gravel surfacing is existing or anticipated.
3. Contractor shall comply with the most current OSHA requirements for excavations.
4. Backfill shall comply with the requirements of the City's Standard Construction Specifications.



BACKFILL CLASS D
TYPICAL SECTION

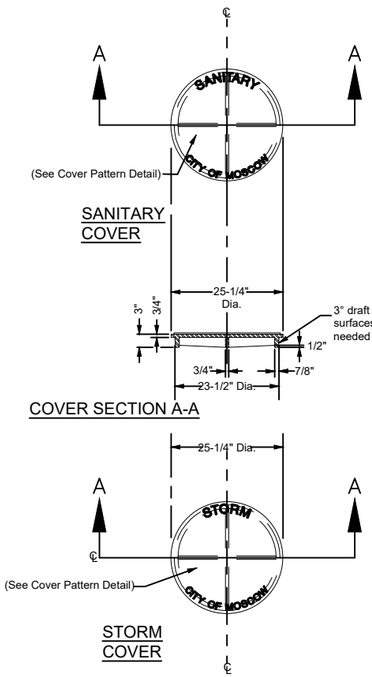
NOTES:

1. Class 'E' Backfill may be substituted for Class 'D' Backfill within new streets only (not existing streets) if specifically allowed by the City Engineer.
2. Class 'F' Backfill shall be utilized in trenches within existing pavement.
3. 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.
4. Backfill around manholes and catch basins shall be all crushed aggregate; native material backfill will not be allowed.
5. Base aggregate depth and type to be the same as that required for the street section where this trench backfill is utilized.
6. 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.
7. 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.
8. 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.
9. Contractor shall comply with the most current OSHA requirements for excavations.
10. Backfill shall comply with the requirements of the City's Standard Construction Specifications.



BACKFILL CLASS F
TYPICAL SECTION

BACKFILL DETAIL
Not To Scale



SANITARY COVER

COVER SECTION A-A

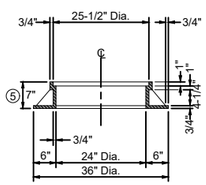
STORM COVER

NOTES:

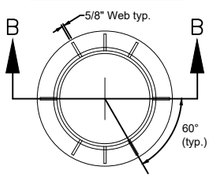
1. Raised letters are Sharp Face Gothic font; 2.5" for "SANITARY" and "STORM," 1.5" for "CITY OF MOSCOW." Center word about center line.
2. Cast covers of Grey Cast Iron; ASTM A48 Class 138.
3. All covers shall be interchangeable within the dimensions shown. All mating surfaces shall be machine finished to ensure a non-rocking fit The inside vertical recessed face of the ring and the vertical outside edge of the cover shall be machined or manufactured to the fallowing tolerances:

   Ring - +3/32 inch to -3/32 inch
   Cover - +3/32 inch to -3/32 inch

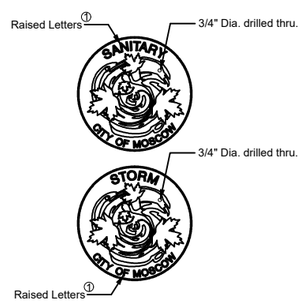
4. Rings (traffic rated) of lesser height may be used in special circumstances, as allowed by the City Engineer.



RING SECTION B-B

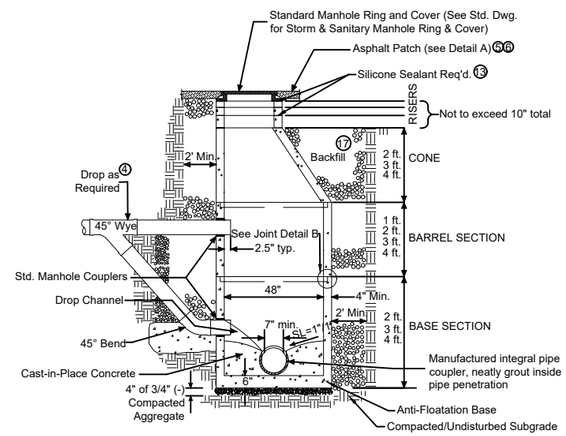


RING

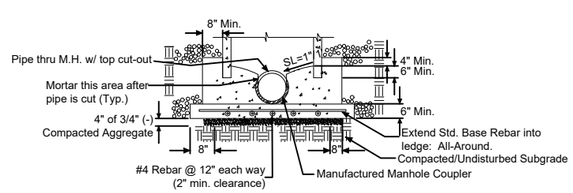


COVER PATTERN DETAILS

SANITARY & STORM MANHOLE RING AND COVER DETAIL
Not to Scale



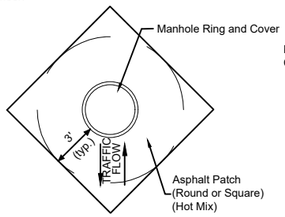
48" STANDARD MANHOLE w/ PRECAST BASE



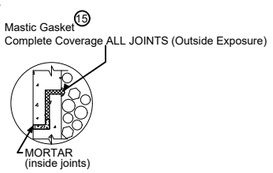
CAST-IN-PLACE ALTERNATE BASE

NOTES:

1. Precast bases with integral pipe couplers are preferred.
2. Manholes shall be constructed watertight and tested per Standard Construction Specifications.
3. Steps shall not be installed in the manholes.
4. Drop configuration is used when the entrance pipe exceeds two feet (2') above the the top of the exit pipe and only with permission of the City Engineer. Drop pipe penetrations shall be neatly mortared. Drop configuration not allowed in new manhole installations.
5. Manholes located in paved areas shall have asphaltic patch four inches (4") thick placed in two lifts to exact line and grade of street. Manhole ring shall be 1/4" below finished patch.
6. Manholes located in unpaved streets or alleys shall have lid adjusted two inches (2") below gravel surface.
7. All cast-in-place conc. shall be troweled smooth.
8. All joints between precast manhole/sections shall be sealed with mastic gaskets and finished with mortar.
9. All flow across manholes shall be one-tenth of a foot (0.1'), unless the flow changes direction more than 45°, then the fall shall be two-tenths of a foot (0.2') or greater.
10. Manufactured watertight manhole couplings required at all pipe penetrations.
11. Channels shall be per Manhole Base Details Standard Drawing.
12. Shallow manholes may be constructed with flat-top precast lids,as approved by the City Engineer.
13. Seal between riser and cone, riser and riser, and riser and frame with two parallel 3/8" diameter beads of silicone sealant.
14. Where new manholes are constructed on existing mains, or where existing manholes are modified, all pipe penetrations shall also be sealed on the exterior by the careful and ample application(s) of non-shrink grout. Groutable manufactured collars shall be used on new pipes where they enter existing manholes.
15. Manufacturer's standard O-ring joint also acceptable alternate to the standard mastic gasket and mortar joints as shown.
16. Contractor shall comply with the most current OSHA requirements for excavations.
17. Backfill around manholes shall be Class 'D' for all roadways and alleys; Class 'A' for all other locations unless specifically allowed or directed otherwise by the City Engineer.



A ASPHALT PATCH DETAIL



B JOINT DETAIL

SIGNED AND DATED

Original Signed By:
Robert H. Buvel III
Date Original Sign:
12/8/2023
On File With:
City of Moscow
Engineering Division

REVISIONS

DATE	DRAWN BY:	DESCRIPTION	CHK'D. BY:

Job No.: 101-023 File Name: Brent Drive Sewer Phase 2.dwg

BRENT DRIVE SEWER PROJECT

STANDARD DETAILS

PROJECT NO. 101-023

SCALE: NTS
DATE: 12/8/2022
DRAWN BY: B. BUVEL
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 8 OF 8

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Germer Construction, Inc.
140 E. Palouse River Drive
Moscow, ID 83843

OWNER:
(Name, legal status and address)

City of Moscow
504 S. Washington Street
Moscow, ID 83843

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
818 W Riverside Avenue, Suite 800
Spokane, WA 99201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Brent Drive Sewer Project, #101-023

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 9th day of January, 2024.

Makayla Wilson
(Witness)

Germer Construction, Inc.
(Principal) *(Seal)*

By:
(Title) PRESIDENT

Nicholas W. Paget
(Witness) Nicholas W. Paget

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

By: Shawn M. Wilson
(Title) Shawn M. Wilson, Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

S-0054/AS 8/10

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Shawn M. Wilson of Spokane , WA , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR
Project Description: Brent Drive Sewer Project, #101-023

Principal: Germer Construction, Inc.
Obligee: City of Moscow

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of January , 2024 .

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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 – Brent Drive Sewer Project**" until **2:00 p.m.,** prevailing local time, **Tuesday, January 9, 2024**, for the following project:

BRENT DRIVE SEWER PROJECT

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 South Washington Street, Moscow, ID 83843.

This project consists of, but is not limited to, the removal and installation of sanitary manholes of varying depths, the abandonment of sanitary sewer main, the removal of sanitary sewer main, and the installation of 8, and 4" PVC sanitary sewer pipe. The installation of new sanitary sewer main includes, but is not limited to: the installation of sanitary sewer pipe, the reconnection of existing sanitary sewer services, removal of asphalt roadway, and the placement of aggregate base or cold mix asphalt in areas where asphalt has been removed to allow temporary vehicular access, the, paving of all removed asphalt roadway, and the operation of a temporary bypass pump to allow connection of the new sanitary system to the existing without disruption of sewer service. All work shall be completed as shown on the construction plans and as described in the specifications.

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

Once on the Quest site, you may download the digital plan documents for a **non-refundable free of $22.00.** The Quest project number is **8875305.** Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

The Contract Documents may also be examined at the City of Moscow 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, via Email only at: 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: December 9, 2023 & December 16, 2023

Publish Dates: December 9, 2023 & December 16, 2023

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 1-9-2024

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 LINCOLN SOUTH OF PUBLIC SEWER PROJECT, (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 1 through 1 have been delivered to him/her and have been examined as part of the contract documents.

9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

10. The undersigned holds Idaho Public Work's License Number #11359-AAA-1-2-3

11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	$ Amount
a. HERCO INC ASPHALT & PAVING	PAVING	PWC-C-10067	$38,000.00
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for BRENT DRIVE SEWER PROJECT 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

No.	Item Description	Quantity & Unit	Unit Price	Total Price
1.	Mobilization	1 LS	$30,624.00	$30,624.00
2A.	Bypass Pumping Procurement and Site Delivery	1 LS	$8,940.00	$8,940.00
2B.	Bypass Pumping Operation	5 DAILY	$3,770.00	$18,850.00
3A.	Remove / Dispose Bituminous Surface	635 SY	$10.50	$6,668.00
3B.	Remove / Dispose of Concrete Sidewalk	5 SY	$28.00	$140.00
3C.	Remove / Dispose of 6" Concrete Sanitary Pipe	540 LF	$18.00	$9,720.00
3D.	Remove / Dispose of Sanitary Manhole	6 EA	$2,850.00	$17,100.00
4.	Construct Concrete Sidewalk	5 SY	$100.00	$500.00
5.	Sanitary Sewer Manhole (4' Diameter)	7 EA	$7,700.00	$53,900.00
6.	8" PVC Sanitary Sewer Pipe (Class D Backfill)	1290 LF	$148.00	$190,920.00
7.	Reconnect Existing Sewer Service	15 EA	$1,600.00	$24,000.00
8.	Hot Mix Asphalt Patching	150TON	$246.00	$36,900.00
9.	Inlet Protection	5 EA	$300.00	$1,500.00
10.	Track Out Prevention	1 LS	$1,600.00	$1,600.00
11.	Abandonment of 6" Concrete Sanitary Pipe	1 LS	$2,062.00	$2,062.00
12.	Traffic Control	1 LS	$8,000.00	$8,000.00
13.	Force Account	1 EST	$ 17,000	$ 17,000
			Bid Total	$428,424.00

Germer Construction, Inc
Firm Name of Bidder

Signature of Bidder

PRESIDENT
Official Title

PO BOX 10003
Bidders Mailing Address

#11359-AAA-1-2-3
Public Works License No.

IDAHO
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at MOSCOW

This 9 day of JANUARY, 2024

December 27, 2023
ADDENDUM NO. 1
City of Moscow Project: **BRENT DRIVE SEWER PROJECT**
Project No. **101-023**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **BRENT DRIVE SEWER PROJECT**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

---

1. DRAWINGS, SPECIFICATIONS AND PROPOSAL, INVITATION TO BID:
   Amend **Project Drawings**:

   Replace the project plans on pages 3 of 8 through 7 of 8 with the plan sheets attached to this addendum.

2. DRAWINGS, SPECIFICATIONS AND PROPOSAL, SPECIAL PROVISIONS:
   Replace SP-7 RECONNECT EXISTING SEWER SERVICE with the following:

SP-7. RECONNECT EXISTING SEWER SERVICE

This work shall consist of, but not limited to, the reconnection of sanitary sewer services from the existing sanitary sewer main to the proposed sanitary sewer main. The sanitary sewer mains will be a mixture of 4" and 6" sizes and a mixture of materials. The contractor should have an assortment of couplers and fittings on hand or available by prompt procurement to make the required connections. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, ES-23 and the Standard Drawings. This shall include service pipe, service "y", and connection to existing service pipe at the existing main or the trenchline regardless of length. The appropriate coupler shall by installed so that the inverts of existing and new service lines match.

The plan locations and number of existing sanitary services are approximate as much of the existing line cannot be filmed due defects in the existing 6" concrete pipe. More definitive locations will be determined during construction once more access points in the existing mains are created.

The existing main runs near the edge of an existing building from Sta: 0+60.00 to 1+50.00. If the service at 1+25.00 Left cannot be exposed without undermining the building, a 3' stub with glued cap will be installed at this location and paid as one unit under this item.

The parts, labor and equipment required to install a sanitary sewer service check valve on the sanitary sewer service at 5+32.00 is incidental to this item.

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

Measurement and Payment:

Measurement and payment for RECONNECT EXISTING SEWER SERVICE shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, pipe, backfill, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-7. RECONNECT EXISTING SEWER SERVICE ..... EA.

3. DRAWINGS, SPECIFICATIONS AND PROPOSAL, SPECIAL PROVISIONS:

Amend IB-13 PERFORMANCE PERIOD to read:

IB-13. PERFORMANCE PERIOD

A. This work shall start no earlier than April 1, 2024 and shall be substantially completed no later than September 27, 2024. The work shall be completed within Ninety (90) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

4. DRAWINGS, SPECIFICATIONS AND PROPOSAL, INVITATION TO BID:
   Amend **Construction Agreement**:

   Replace the Sample Construction Agreement with the agreement attached to this addendum.

5. DRAWINGS, SPECIFICATIONS AND PROPOSAL, SPECIAL PROVISIONS:
   Replace GC-17 INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED section C with the following:

C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance and automobile liability insurance.

The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least ONE MILLION DOLLARS ($1,000,000.00) per occurrence, and TWO MILLION DOLLARS ($2,000,000.00) aggregate. The automobile liability insurance shall have, at a minimum, a coverage of ONE MILLION DOLLARS ($1,000,000) combined single limit. Policies containing deductible clauses will not be acceptable.

SUBMITTED BY:

PROFESSIONAL ENGINEER
LICENSED
15137
12/25/23
STATE OF IDAHO
ROBERT H. BUVEL, III

Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Germer Construction, Inc
Firm Name of Bidder

Signature of Bidder

PRESIDENT

1-9-2024

GERMER CONSTRUCTION
PO BOX 10003
MOSCOW, IDAHO 83843

CITY OF MOSCOW
ENGINEERING DIVISION
504 S. WASHINGTON STREET
MOSCOW, IDAHO 83843

RECEIVED
JAN 09 2024

December 27, 2023
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City of Moscow Project: **BRENT DRIVE SEWER PROJECT**
Project No. **101-023**

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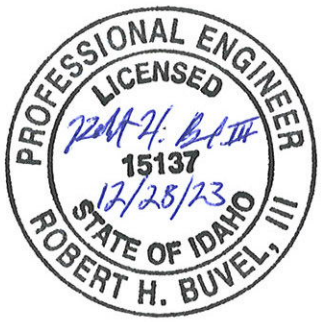
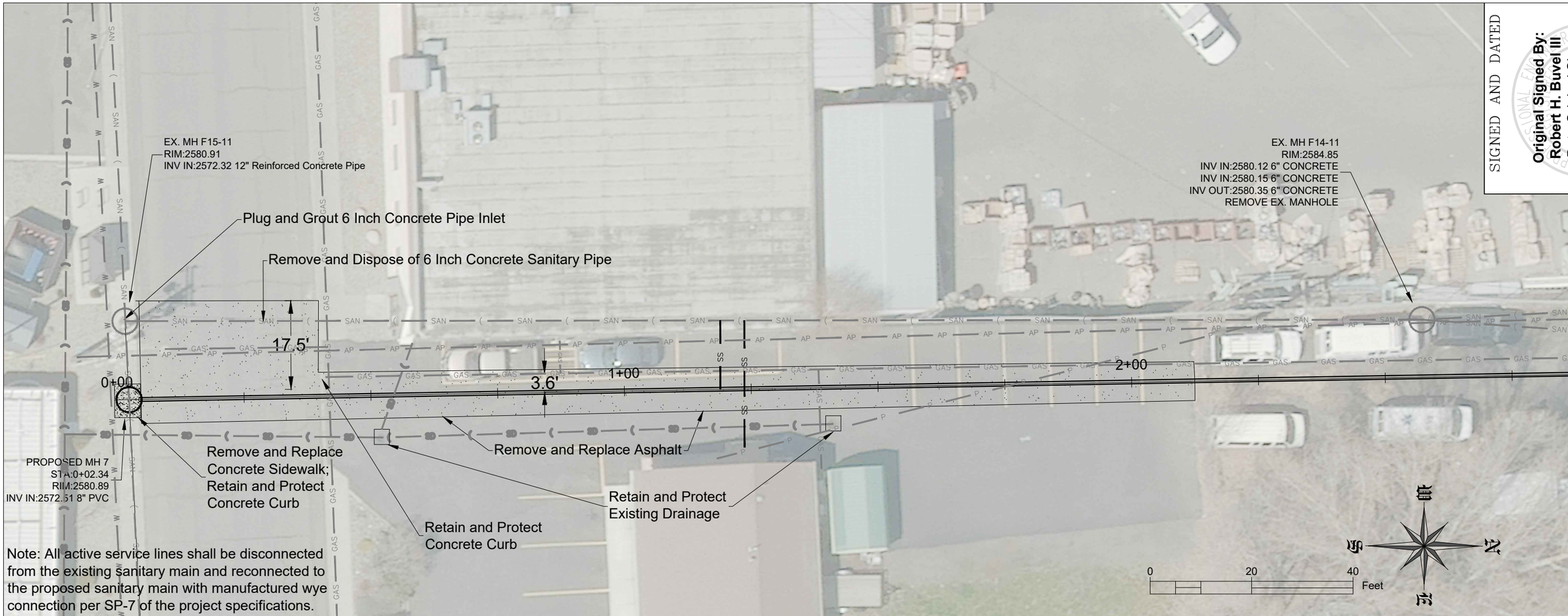
SUBMITTED BY:



Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

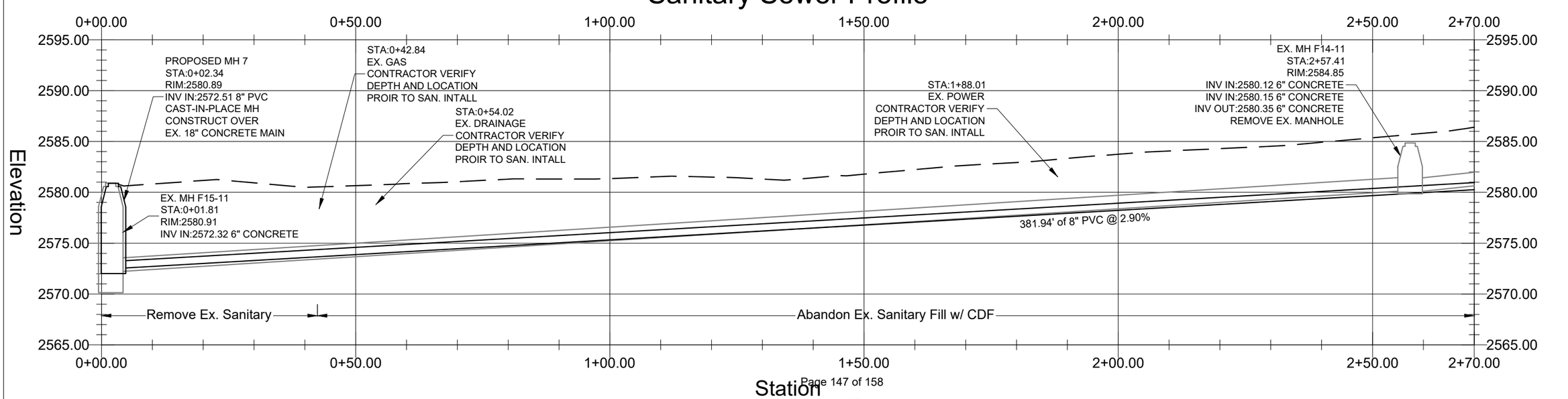
Firm Name of Bidder

Signature of Bidder



Note: All active service lines shall be disconnected from the existing sanitary main and reconnected to the proposed sanitary main with manufactured wye connection per SP-7 of the project specifications.

Sanitary Sewer Profile



SIGNED AND DATED

Original Signed By:
Robert H. Buvel III
Date Original Sign:
12/21/2023
On File With:
City of Moscow
Engineering Division

REVISIONS

DATE	DRAWN BY:	DESCRIPTION	CHK'D. BY:
12/21/23	B.BUVEL	ADDED NOTE REGARDING SERVICE CONNECTIONS	
12/21/23	B.BUVEL	ALIGNMENT ADJUSTMENT DUE TO NEW FRANCHISE UTILITY INFORMATON	

Job No.: 101-023 File Name: Brent Drive Sewer Phase 2.dwg

BRENT DRIVE SEWER PROJECT

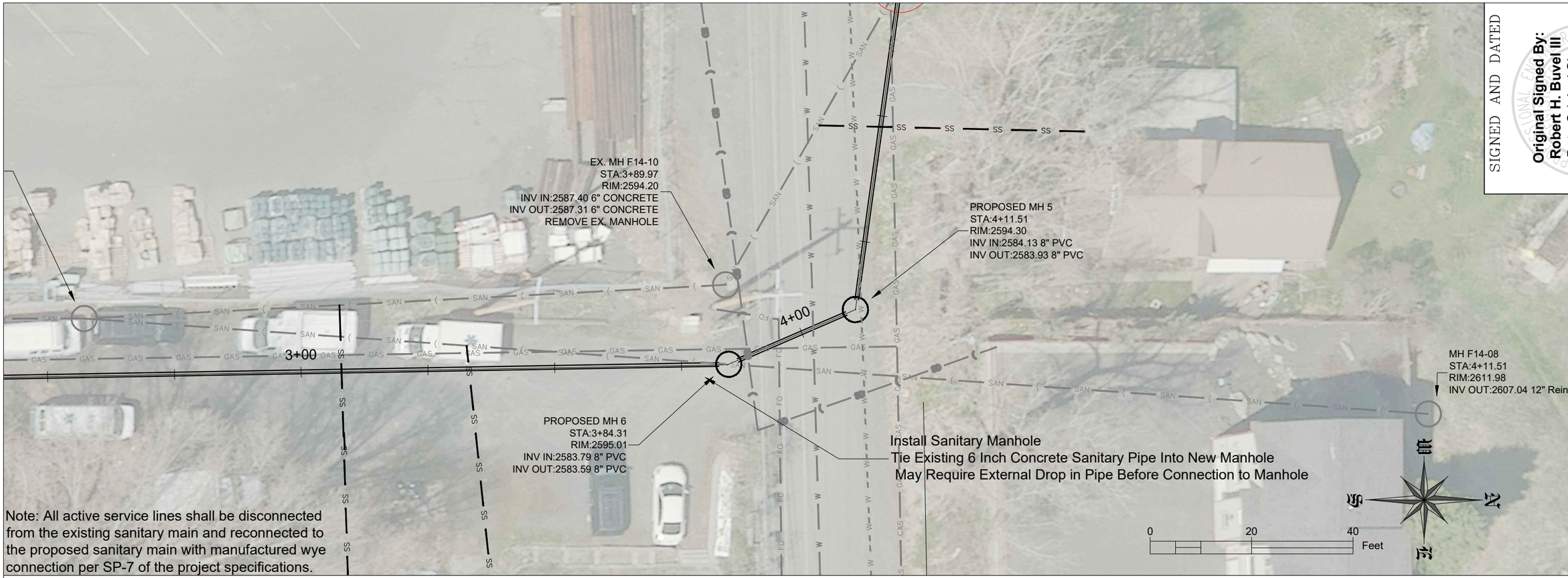
PROJECT DETAILS

PROJECT No. 101-023

SCALE: 1" = 20'
DATE: 12/8/2022
DRAWN BY: B. BUVEL
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 3 OF 8



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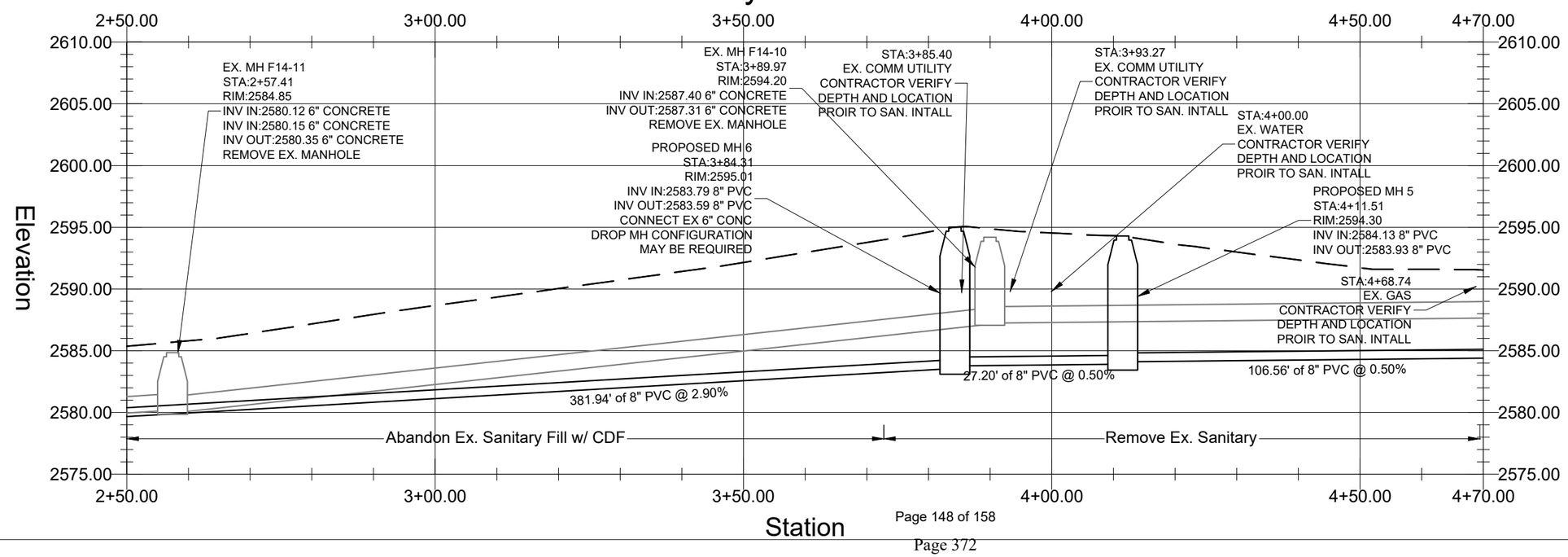

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Original Signed By:
Robert H. Buvel III
Date Original Sign:
12/21/2023
On File With:
City of Moscow
Engineering Division

REVISIONS

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12/21/23	B.BUVEL	ALIGNMENT ADJUSTMENT DUE TO NEW FRANCHISE UTILITY INFORMATON	

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BRENT DRIVE SEWER PROJECT

PROJECT DETAILS

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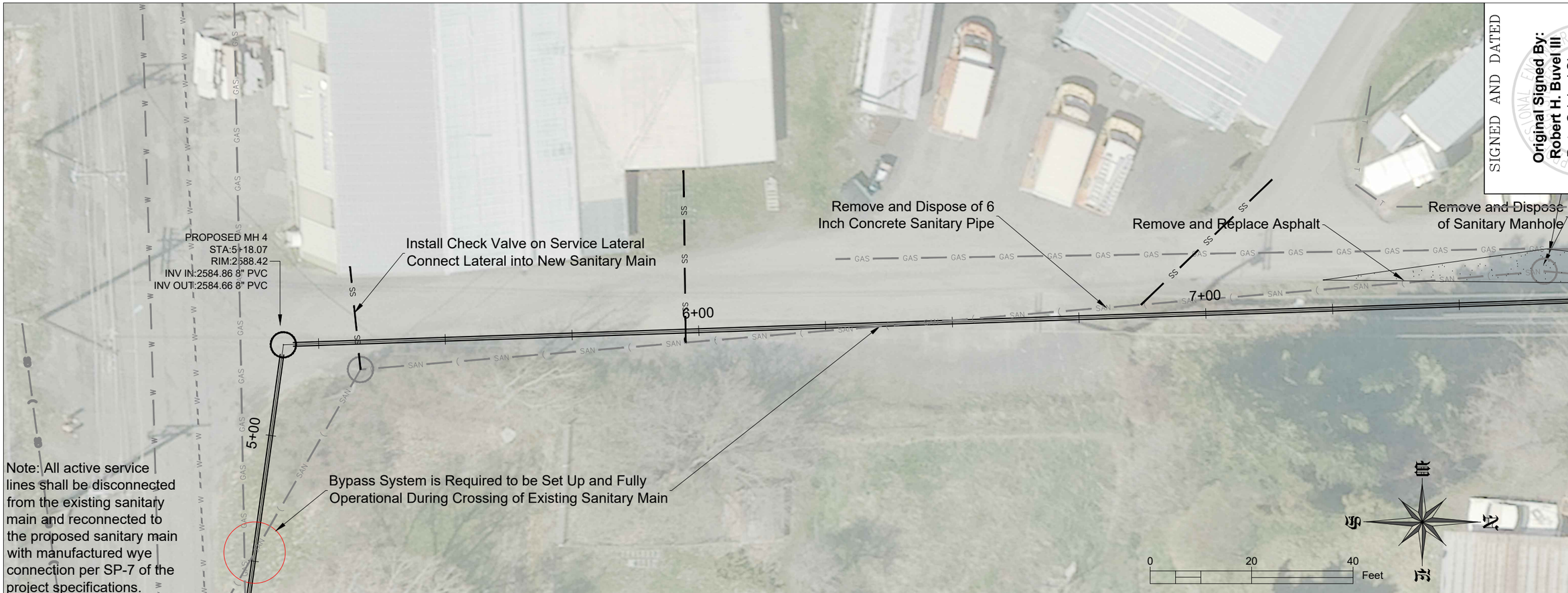
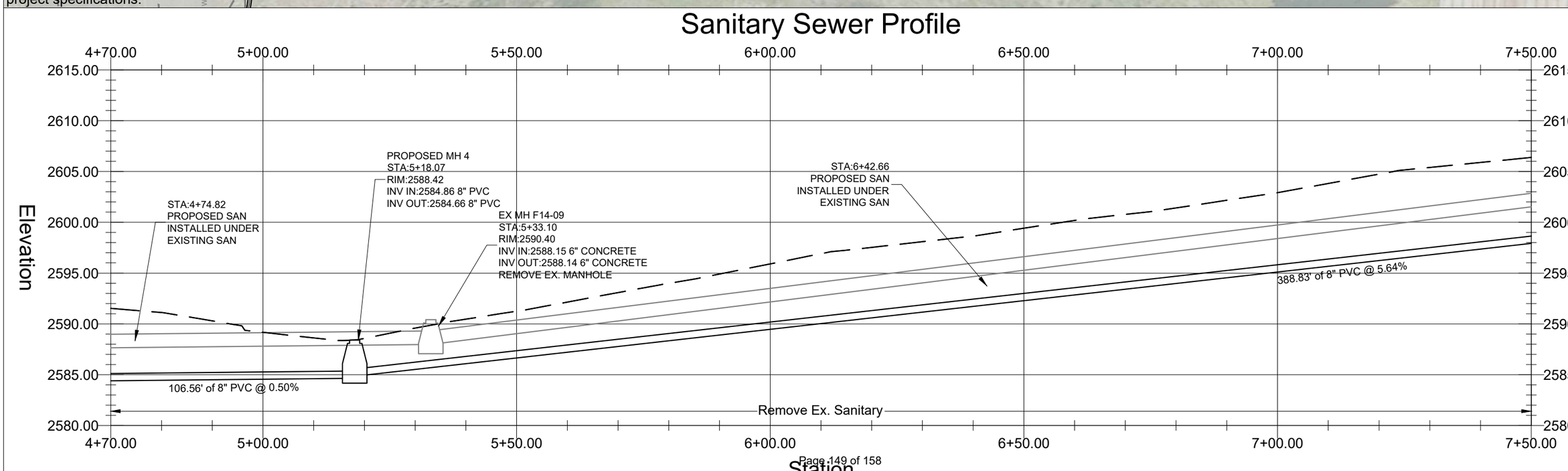
DRAWN BY: B. BUVEL
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 4 OF 8





SIGNED AND DATED

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Robert H. Buvel III
Date Original Sign:
12/21/2023
On File With:
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Engineering Division

REVISIONS

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Job No.: 101-023 File Name: Brent Drive Sewer Phase 2.dwg

BRENT DRIVE SEWER PROJECT

PROJECT DETAILS

PROJECT No. 101-023

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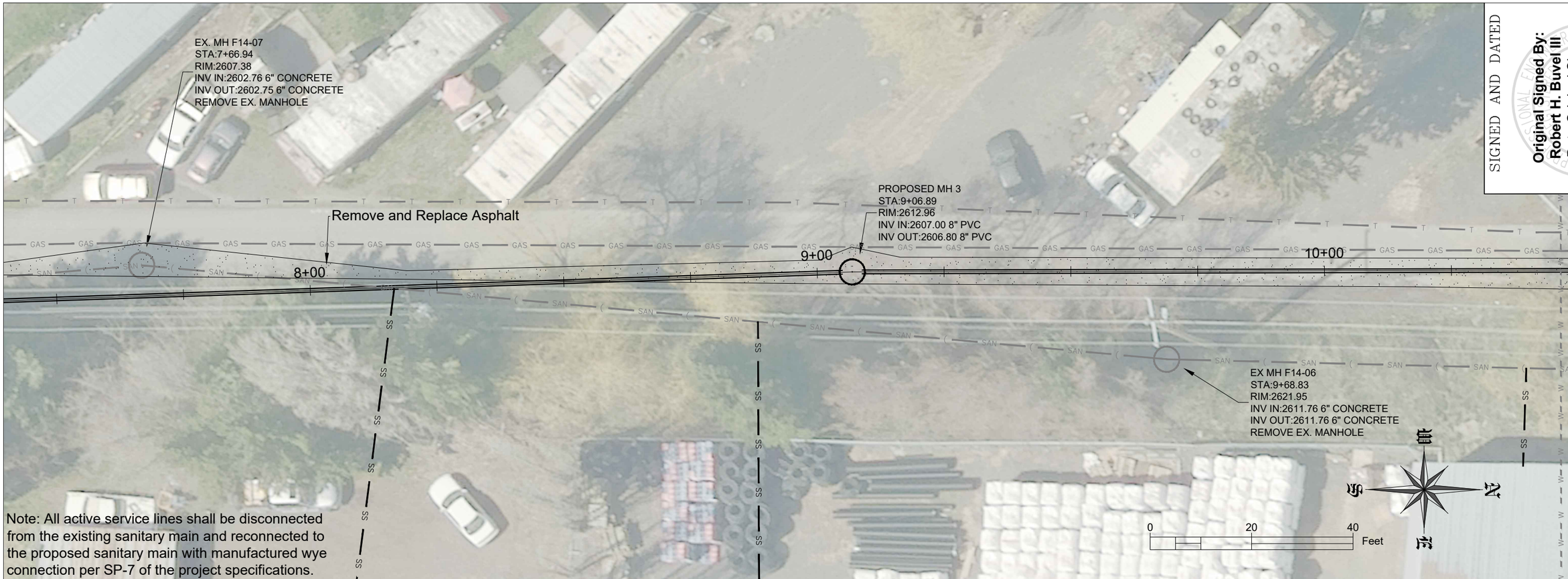
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 5 OF 8



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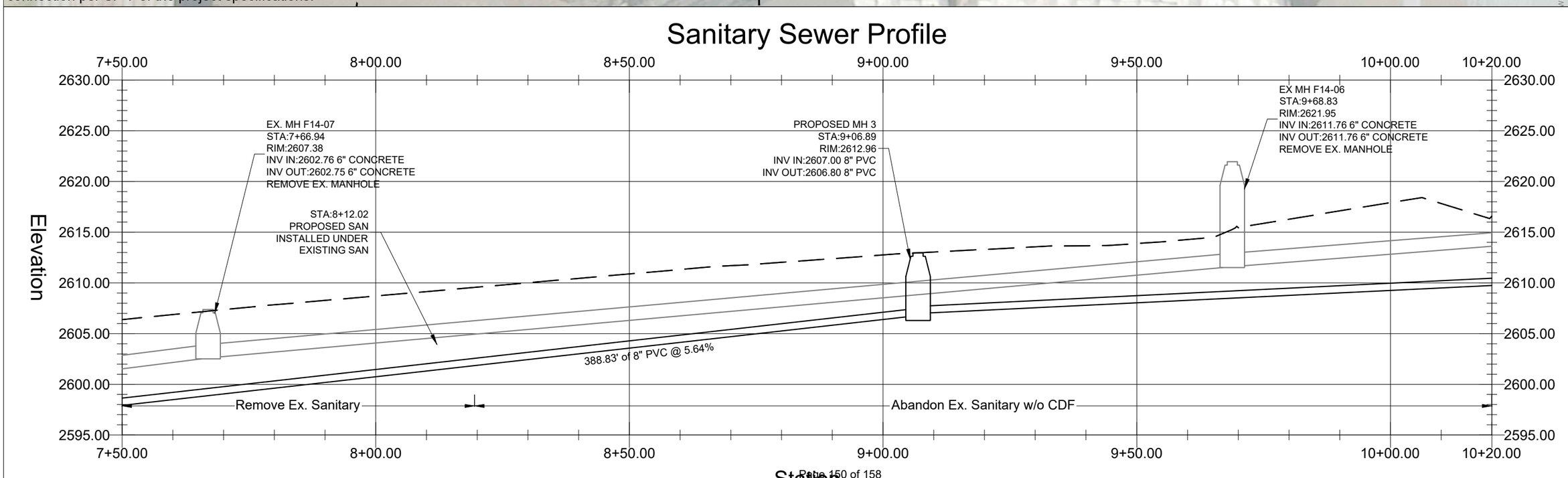

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REVISIONS

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Job No.: 101-023 File Name: Brent Drive Sewer Phase 2.dwg

BRENT DRIVE SEWER PROJECT

PROJECT DETAILS

PROJECT No. 101-023

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DRAWN BY: B. BUVEL
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 6 OF 8

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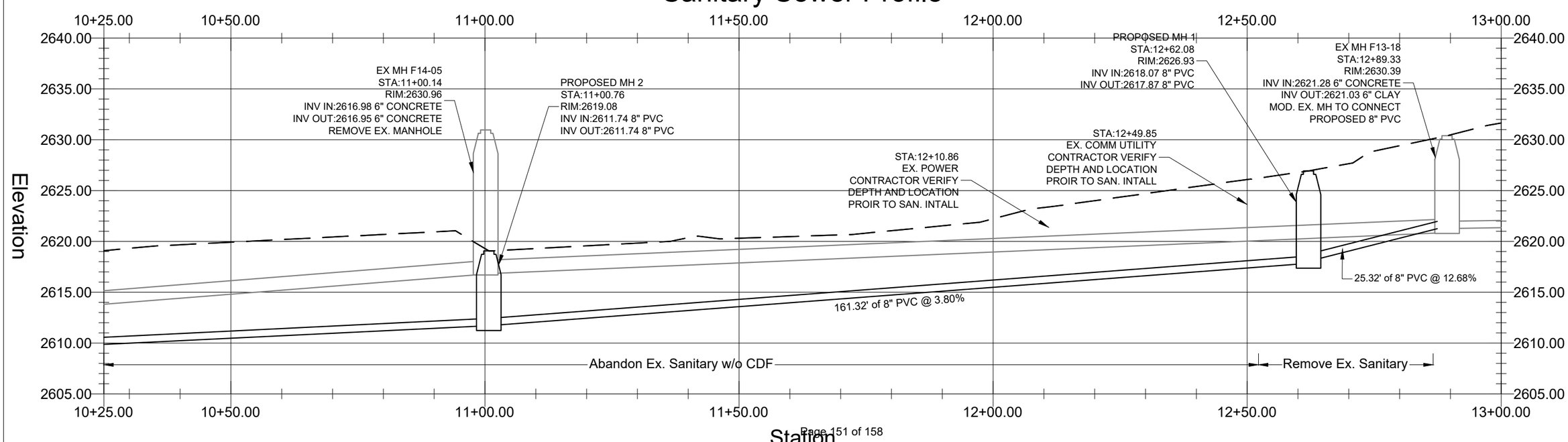
Sanitary Sewer Profile



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12/21/2023
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Engineering Division

REVISIONS

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File Name: Brent Drive Sewer Phase 2.dwg

BRENT DRIVE SEWER PROJECT
PROJECT DETAILS
PROJECT No. 101-023

SCALE: 1" = 20'
DATE: 12/8/2022
DRAWN BY: B. BUVEL
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 7 OF 8

CONSTRUCTION AGREEMENT
FOR PROJECT NAME
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY

THIS CONSTRUCTION AGREEMENT FOR PROJECT NAME 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: Project Name**,** 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:

"Project Name"

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 the Contract Documents. 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), United States currency, unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
TERMINATION

Termination provisions are governed by the attached Contract Documents.

ARTICLE 6.
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 7.
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 8.
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 9.
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 10.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits and attachments 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 11.
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.

Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, CONTRACTOR certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

Employment of Residents of Idaho. Pursuant to Idaho Code § 44-1001, CONTRACTOR certifies that it will employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code § 44-1003, as employees for the completion of the terms required in this Agreement. If CONTRACTOR employs less than fifty (50) employees on this project, CONTRACTOR may employ up to ten percent (10%) nonresidents for the completion of the terms required in this Agreement. In all cases, CONTRACTOR agrees to give a preference to bona fide Idaho residents. The parties agree that if Project involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

Not an Abortion Provider or Affiliate. Pursuant to Idaho Code Title 18 Chapter 87, CONTRACTOR certifies that it is not an abortion provider or an affiliate of any abortion provider and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion related activity.

ARTICLE 12.
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. Furthermore, Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

ARTICLE 13.
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 14.
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 15.
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 16.
COMMUNICATIONS

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

CONTRACTOR:	CITY:
Company Name Authorized Agent Street Address City, State Zip	City of Moscow Engineering Division 206 East Third Street P O Box 9203 Moscow, Idaho 83843

ARTICLE 17.
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 18.
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 19.
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:	**CITY:**
Company Name	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 _____, 2024, 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_____

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 22, 2024

AGENDA ITEM TITLE

Police Statewide E-Ticket Equipment Grant Application (ACTION ITEM) - Alisa Anderson / Chris Caylor

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

Chris Caylor, Computer Systems Technician

DESCRIPTION

The Idaho Transportation Department's (ITD) Office of Highway Safety (OHS) receives grant funding from the National Highway Safety Administration (NHTSA). This funding is used to support grant programs and activities identified in the Highway Safety Plan (HSP) to assist local government agencies. The Information System Department is requesting to submit a grant application on behalf of the Moscow Police Department to purchase e-ticketing equipment to replace existing outdated units in nine (9) police vehicles. Total project costs are estimated at $34,000, requiring a 25% match of $8,500 and a grant request of $25,500. The grant match can include cash or in-kind provided by the Fleet Department for installation of the equipment into the police vehicles. Funding for this project is included in the FY24 IS budget to cover all costs of this equipment as staff learned the existing equipment was eligible for replacement under this program after the budget was approved.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to submit a grant application to the Office of Highway Safety for the Statewide E-Ticket Equipment program in an amount not to exceed $26,000, or provide staff further direction.

STAFF RECOMMENDATION

Approval to submit a grant application to the Office of Highway Safety for the Statewide E-Ticket Equipment program in an amount not to exceed $26,000.

OTHER RESOURCES

N/A

FISCAL IMPACT

Total project costs are estimated at $34,000, requiring a 25% match = $8,500, which can include in-kind or cash match. A portion of the match may include the Fleet Departments labor for installation.

PERSONNEL IMPACT

IS, Grants, Fleet, Police Departments

ATTACHMENTS

None

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 22, 2024

AGENDA ITEM TITLE

Firehouse Subs Grant Application (ACTION ITEM) - Alisa Anderson / Brian Nickerson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

Brian Nickerson, Fire Chief

DESCRIPTION

The Moscow Volunteer Fire Department (MVFD) is requesting to submit a grant application to the Firehouse Subs Public Safety Foundation. This Foundation assists first responders and public safety organizations by providing lifesaving equipment and needed resources to help them be better prepared to save lives in the communities they serve. The funding request to Firehouse Subs is for the purchase of new extraction equipment used to cut through tough materials, helping to open tight spaces and provide stabilization. The MVFD is requesting to submit a grant request in an amount not to exceed $27,000. This program does not require a local match.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval for the MVFD to submit a grant application to Firehouse Subs in an amount not to exceed $27,000 for extraction equipment, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval for the MVFD to submit a grant application to Firehouse Subs in an amount not to exceed $27,000 for extraction equipment or provide staff further direction.

OTHER RESOURCES

N/A

FISCAL IMPACT

No match required.

PERSONNEL IMPACT

Fire, Grants and Finance Departments

ATTACHMENTS

None