

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
April 1, 2024**

7:00 PM

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATION

Fair Housing Proclamation

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council March 18, 2024 Minutes - Laurie M. Hopkins

B. City Shop Design Services Agreement - Cody Riddle

In October 2023, Staff published a Request for Qualifications (RFQ) for professional design services for construction of a new shop facility. The City received seven Statements of Qualifications (SOQs). These submittals were reviewed by a panel consisting of four staff members that will be the primary occupants and users of the facility. The panel interviewed three of the firms and unanimously selected Lombard/Conrad Architects (LCA) for the project. Their services will include preparation of construction drawings and specifications, bidding assistance, project inspections, and closeout. Staff has prepared the attached professional services agreement and associated fee schedule for Council's review and approval. The Administrative Committee recommended approval of the agreement on March 25, 2024.

ACTION: Approve the Professional Services Agreement with Lombard/Conrad Architects.

C. Proposed Lot Line Adjustment Between 1326 Orchard Avenue and 1412, 1418, 1424, 1430, 1512, and 1542 Lanny Drive - Aimee Hennrich

The applicants are requesting a lot line adjustment between seven properties located at 1326 Orchard Avenue and 1412, 1418, 1424, 1430, 1512, and 1542 Lanny Drive. The proposed lot

line adjustment would reduce the lot addressed as 1326 Orchard Ave from 4.98 to 0.93 acres; 1412 Lanny Dr would increase from 23,263 to 38,332 sf; 1418 Lanny Dr would increase from 12,382 to 27,872 sf; 1424 Lanny Dr would increase from 12,312 to 27,872sf; 1430 Lanny Dr would increase from 12,229 to 53,578; 1512 Lanny Dr would increase from 11,831 to 56,192 sf; and 1542 Lanny Dr would increase from 22,735 to 66,211 sf. The subject properties are located within the Low Density, Single-Family Residential Zoning District (R-1) which requires a minimum lot area of 9,600 sf and a minimum lot width of 80 feet. All of the proposed lots currently contain single-family dwellings and will meet all setbacks, minimum lot size, and minimum lot width requirements of the R-1 Zone. This was reviewed by the Administrative Committee on March 25, 2024 and recommended for approval.

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

D. Staffing for Adequate Fire and Emergency Response Program Grant Application - Alisa Anderson / Brian Nickerson

The Moscow Volunteer Fire Department (Department) is requesting to submit a funding request to the Staffing for Adequate Fire and Emergency Response Program (SAFER) funded through FEMA. The purpose of the SAFER Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist with increasing the number of firefighters to help communities meet industry minimum standards, to attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. There is a total of \$360 million available under the FY2023 SAFER Program and 10% of the funding is set aside for grants awarded to all volunteer or majority volunteer departments for the hiring of firefighters. There is no maximum award amount for FY2023 SAFER Program awards and no cost share or match or position cost limit. The period of performance is 36 months for all awarded grants. Staff is proposing to submit a request to the FY 2023 SAFER Program for three (3) full-time firefighter/paramedic positions for a period of three (3) years. At this time, the Staff is working within the grant parameters to determine a specific request amount which will not exceed \$1.3 million. If awarded, the goal is to have the three (3) positions filled by January 1, 2025. This item was reviewed by the Administrative Committee on March 25, 2024 and recommended for approval.

ACTION: Approval for the Moscow Volunteer Fire Department to submit a grant application to the FY 2023 SAFER Program for three (3) full-time firefighter/paramedic positions for a period of three (3) years in amount not exceed \$1.3 million.

E. Alley East of Washington 5th to 8th Sewer Project - Bid Results & Contract Award - Bob Buvel

This project's scope includes construction of approximately 1100 linear ft of 8" PVC-sewer main, as well as surface restoration of alleys, streets, and sidewalks. Construction of the sewer main includes new manholes, and connections to existing sewer services. The City advertised for bids on February 24, 2024, & March 2, 2024, and the Engineer's Estimate for construction was \$447,630.00. Bids were opened on March 12, 2024, at which two (2) bids were received. The bids ranged from \$538,410.00 to \$709,575.00. Of those bids, the lowest responsive bid received was submitted by Big Sky ID, Corp. of Hayden, ID with a bid of \$538,410.00. A bid tabulation is included in the packet. This item was reviewed by the Administrative Committee on March 25th, 2024 and recommended for approval.

ACTION: Accept the bid from Big Sky ID, Corp., award the contract in the amount of \$538,410.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

F. A Street Reconstruction Project - Bid Results & Contract Award - Bob Buvel

This project's scope includes reconstruction of approximately two blocks of 'A' Street from Washington Street to Adams Street, including some curb and sidewalk. The reconstruction also included the replacement of the underground utilities, including water mains, fire hydrants, service lines, sanitary sewer mains, and manholes. The City advertised the project for bids on February 24, 2024, & March 2, 2024, and the Engineer's Estimate for construction was \$865,685.00 for Base Bid, \$67,600.00 for Alternate A, \$37,100.00 for Alternate B, and \$130,800 for Alternate C. Bids were opened on March 12, 2024, at which one (1) bid was received. The sole responsive bid received was submitted by LaRiviere of Rathdrum, ID with a bid of \$1,008,734.25 for Base Bid, \$52,728.00 for Alternate A, \$60,473.00 for Alternate B, and \$145,155.00 for Alternate C. A bid tabulation is included in the packet. This item was reviewed by the Administrative Committee on March 25th, 2024 and recommended for approval.

ACTION: Accept the Base Bid only from LaRiviera Inc., award the contract in the amount of \$1,008,734.25, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

REGULAR AGENDA

- 2. Confirmation of Appointment of Captain Anthony Dahlinger as Chief of Police, Effective May 1, 2024 (ACTION ITEM) – Mayor Bettge**
- 3. Staff Recognition**
- 4. Public Comment and Mayor's Response Period (limit 15 minutes)**
- 5. Citizen Commission Report - Fair and Affordable Housing Commission – Aimee Hennrich / Casey Halcomb**
- 6. ITD US-95 Palouse Region and SH-8 Washington State Line to Troy Planning and Environmental Public Meeting Update**
- 7. Annual Moscow Volunteer Fire Department Report – Brian Nickerson**
- 8. City of Moscow Communications Plan (ACTION ITEM) - Bill Belknap**

The City Council has expressed the desire to improve City communications with the City's various stakeholders. The City had intended to create a new Communications Manager position to lead this effort, but recent financial constraints have prevented funding that position. As an alternative, Administration has worked to develop a communications plan as well as leverage existing personnel to support a more robust communications program. The prior Digital Media Specialist position has been revised and reclassified as a Communication Specialist position who will work with a Communications Team and department liaisons which will include members from all departments to coordinate and assist with the City's communications efforts. The attached plan identifies proposed actions and strategies the City will be pursuing to improve both internal and external communications to help inform and educate audiences and stakeholders regarding the City's mission, purpose, services, and achievements.

PROPOSED ACTIONS: Recommend approval of the proposed City of Moscow Communications Plan; or provide other direction as deemed appropriate.

REPORTS

City Council

Mayor

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adaordinator@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.

FAIR HOUSING MONTH PROCLAMATION

- WHEREAS,** April 2024 marks the 56th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and
- WHEREAS,** discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law), and the Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children; and
- WHEREAS,** the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and
- WHEREAS,** City has determined that discrimination on the basis of sexual orientation and/or gender identity/expression shall be prohibited pursuant to Moscow City Code Title 10, Chapter 19, in order to help ensure that all persons are afforded equal opportunities in housing; and
- WHEREAS,** equal opportunity for all, regardless of race, color, religion, sex, disability, familial status, national origin, or sexual orientation and/or gender identity/expression is a fundamental goal of our city; and
- WHEREAS,** equal access to housing is an important component of this goal, as fundamental as the right to equal education and employment; and
- WHEREAS,** housing is a critical component of family and community health and stability; and
- WHEREAS,** housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and
- WHEREAS,** the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and
- WHEREAS,** ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights, and responsibilities; and
- WHEREAS,** the mission of the City's Fair and Affordable Housing Commission includes researching, analyzing, and recommending to the Mayor and Council ways in which the City may further fair housing practices; and
- WHEREAS,** among the duties of the Fair and Affordable Housing Commission are to review the City Code Analysis and Impediments to Fair Housing and Action Plan each year, and to recommend changes as it may deem necessary; and
- WHEREAS,** only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed.

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, do hereby proclaim April 2024, to be

FAIR HOUSING MONTH

in the City of Moscow, and I urge all citizens to support programs and policies that prevent or eliminate discriminatory housing practices.



DATED this 1st day of April, 2024

Art Bettge, Mayor

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, March 18, 2024

7:00 PM

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

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

PRESENT: Mayor Art Bettge, Bryce Blankenship, Drew Davis, Sandra Kelly, Julia Parker, Gina Taruscio

ABSENT: Hailey Lewis

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Sarah Banks, David Schott, Renee Tack, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Blankenship led the Pledge of Allegiance.

PROCLAMATION

No proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council March 4, 2024 Minutes - Laurie M. Hopkins

B. Disbursement Report February 2024 - Sarah Decker

Staff presented the February 2024 Accounts Payable Report to the Public Works / Finance Committee on March 11th, 2024. The Committee received the report and approved the disbursements as presented.

ACTION: Accept the Disbursements Report for the month of February 2024.

C. Fourth Quarter Financial Report July 1, 2023 to September 30, 2023 for FY2023 - Sarah Decker

Staff presented the financial report for the fourth quarter of Fiscal Year 2023 (July 1, 2023 to September 30, 2023) to the Public Works/Finance Committee on March 11th, 2024. The Committee received the financial report and approved it as presented.

ACTION: Accept the FY2023 Fourth Quarter Financial Report.

D. Personal Delivery Devices License Agreement-Starship Technologies - Cody Riddle

Starship Technologies is seeking a three-year, non-exclusive license agreement to continue operation of personal delivery devices in the public right-of-way. This was reviewed by the Public Works/Finance Committee on March 11, 2024 and recommended for approval.

ACTION: Approval of the proposed license agreement.

E. Consideration of Financial Participation in the Bill Chipman Trail Bridge Replacement

Project - Tyler Palmer

On August 19, 2023, the Bill Chipman Trail Bridge #5 was badly damaged by an arson fire. Based on a consulting engineer hired by Whitman County, the bridge cannot be repaired and requires replacement. Whitman County estimates a replacement cost of \$250,000. This bridge was not covered under Whitman County's liability insurance coverage, consistent with all bridges in their transportation network. The Whitman County Commissioners have sent a letter requesting financial participation for replacement costs for the bridge from each of the five (5) entities of the Palouse Trail Committee. This was reviewed by the Public Works/Finance Committee on March 11, 2024 and recommended for approval.

ACTION: Approve to financially participate in the replacement cost of bridge #5 along the Bill Chipman Trail in an amount not to exceed \$40,000.

F. Earth Day Celebration Alcohol Use Request in East City Park - Amanda Argona

Inland North Waste is sponsoring an Earth Day Celebration on Saturday, April 19th, from 3 to 7 pm in East City Park. The annual event honors the ways our community protects and preserves our environment and is offered free of charge. Live music and eco-minded organizations are part of this event, in addition to food and a beer garden. The applicant anticipates 1 (one) licensed beer and/or wine vendor in the beer garden, which is estimated to be 25'x25' in size. Following standard operating procedures for events with alcohol within a City Park, Inland North Waste is requesting the allowance of attendees to possess and consume alcoholic beverages within the 25'x25' beer garden during the aforementioned date and time. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity. This was reviewed by the Public Works/Finance Committee on March 11, 2024, and recommended for approval.

ACTION: Approve the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Earth Day Celebration for the duration of the event.

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

REGULAR AGENDA**2. Staff Recognition**

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

None offered.

5. Public Hearing: Proposed Rezone of a 4.98-acre Property Located at 1326 Orchard Avenue (ACTION ITEM) - Mike Ray

The applicant, Justin Goodwin, is proposing a rezone of a 4.98-acre property located at 1326 Orchard Avenue in the City of Moscow. The proposed rezone is from the Farm Ranch (FR) Zone to the Low Density, Single Family Residential (R-1) Zone. The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed rezone on February 28, 2024, and recommended approval with no conditions.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

Mayor Bettge opened the public hearing at 7:02 p.m.

Ray introduced the item by reviewing the zoning, comprehensive plan designation and utilities. Access to the property could be from Orchard or Picabu.

Justin Goodwin, applicant, said there are six neighbors who are wanting to purchase the property with the intent to divide between neighbors and be absorbed into the neighboring lots.

Sean Wilson (Moscow), said he was speaking for the land owner who wanted the property to go to the neighbors if at all possible. Wilson read an email from Kay Maurin summarizing the Morgan property bring an orchard and gardens where goods were traded with neighbors during the war. The Morgan and Maurin families hope the neighbors “continue to enjoy the peace and serenity this land provides.”

Hearing no testimony against or in a general nature, Mayor Bettge closed the hearing at 7:12 p.m.

Taruscio said this is a cool legacy for the Morgan family and is fully in favor. Kelly agreed. Parker moved approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Blankenship seconded the motion. Roll Call Vote: Ayes: Four (4). Nays: None. Abstentions: One (Davis). Motion carried.

Mayor Bettge read Ordinance 2024-05:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF AN APPROXIMATELY FOUR POINT NINE EIGHT (4.98) ACRE PROPERTY, DESCRIBED IN SECTION 2, FROM FARM RANCH (FR) TO LOW DENSITY, SINGLE FAMILY RESIDENTIAL (R-1); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

6. Comprehensive Annual Financial Report Presentation (ACTION ITEM) - Sarah Decker /Nick Nicholson

Presnell Gage PLLC, the City’s auditors, will be presenting the City’s FY2023 Annual Comprehensive Financial Report (ACFR), which includes any significant changes regarding the annual audit and outlining comparative changes from the FY2022 ACFR. The City has received the Certificate of Achievement for Excellence in Financial Reporting for the ACFR for 20 consecutive years. After approval, staff will submit the FY2023 ACFR for consideration for the award. The accompanying final draft of the FY2023 ACFR is submitted for City Council review.

PROPOSED ACTIONS: Accept the City of Moscow audited Annual Comprehensive Financial Report for FY2023 as presented, or take other action deemed appropriate.

Tack gave a brief history and process of the audit and introduced Nick Nicholson.

Nicholson explained their job is to review for risk and offer an opinion. what areas are the highest risk and determine how to test those areas. devise for those areas. statistical items that provide an overall

view of the city. if pass, you can qualify for lower rates such as bond rates. He provided what the responsibilities of staff and auditor are.

Nicholson explained an auditor's job is to review for risk, determine how to test those areas of highest risk with statistical sampling, and come to an opinion whether the financial information is accurate and properly presents the financial position of the city and its activities. Presnell and Gage provided an unmodified opinion, meaning no modifications to financial information, no non-compliance, compliance with federal programs, and internal controls are good. Government wide, the City's net position is at \$177 million, an increase of 10.2% from last year. The City's governmental restricted fund balance of \$1,900,160 consists of debt service, highway user tax purposes, and recreation and culture restricted by Bobby Hamilton's will in FY2000. The City's business-type activities restricted net position of \$27,382,162 consists of \$26,980,662 for water, sewer, stormwater and sanitation capital projects and \$401,500 for debt service. Total Government Wide Operating Expenses for FY2023 was \$39.48 million. Nicholson provided graphs illustrating fund revenues/expenditures and net worth.

In answer to council questions, Nicholson said they look at a process and determine if it is reasonable, select samples to test that process and if there are no deviations, then that particular process is operating according to the correct parameters.

Taruscio moved and Davis seconded to accept the City of Moscow audited Annual Comprehensive Financial Report for FY2023 as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. FY2025 Budget Priority Review (ACTION ITEM) – Bill Belknap

Staff will provide an update on projections and seek preliminary Council input as staff begins work on the City's fiscal year 2025 budget.

PROPOSED ACTIONS: Review and discuss priorities, and provide staff direction.

Belknap explained prior to the budget process, Staff wanted to provide a finance background and speak on priorities the Council will review in the proposed FY2025 budget. The City has recently experienced financial setbacks related to the Bradbury case and the associated financial practice review. Additionally, the State sales tax revenue distribution was down by \$250,000 last year and future revenue forecast are not clear at this time. Last year, the City suspended pay increases, eliminated six positions, and all Departments were required to reduce their commodity expenditures by 20%. This will form the baseline for the FY2025 budget development. Belknap provided a list of strategic priorities and details on each. See attached presentation.

The uncommitted \$110,000 affordable housing dollars needs to be obligated by end of 2024 and expended by end of 2026. If the housing partners are not able to use the money, Staff can bring options to the City Council on where to allocate it, with the city shop project being the obvious option.

REPORTS

City Council

Fair and Affordable Housing Commission – Taruscio said they talked about the upcoming wellness fair; the upcoming commission report on April 1; and are discussing a survey.

Moscow Tree Commission – Taruscio said they received a report from the U of I sustainability manager; Ghormley Park will be the location for the Arbor Day celebration; set dates for Farmers Market tabling.

Moscow Urban Renewal Agency – Kelly said the Sixth and Jackson property development is back to square one and they discussed next steps.

Farmers Market Commission – Parker said the FM poster is out for voting.
Climate Action Working Subcommittee – Parker said they discussed setting priorities.

Council members spoke on other meetings and events they attended.

Mayor

Mayor Bettge said he attended the airport board meeting and more money was obtained to offset the cost of the deicer fluid container.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:08 p.m.

ATTEST:

Arthur D. Bettge, Mayor

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 1, 2024



AGENDA ITEM TITLE

City Shop Design Services Agreement - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

The deteriorated condition and deficiencies of the existing shop facility has been identified as one of the City's biggest challenges for a number of years. To address the problem, and ensure City Staff can continue to efficiently provide key services in a safe working environment, construction of a new shop was prioritized by City Council in both the FY 2024 Budget and Capital Improvement Plan.

With construction planned to begin next spring, in October 2023, Staff published a Request for Qualifications (RFQ) for professional design services for the new facility. The City received seven Statements of Qualifications (SOQs). These submittals were reviewed by a panel consisting of four staff members that will be the primary occupants and users of the facility. The panel interviewed three of the firms and unanimously selected Lombard/Conrad Architects (LCA) for the project. The City has worked with LCA on a number of projects in the past. Most recently, they provided design services for the new police station. They have also been involved in previous conceptual design studies of the shop site.

The City has accumulated funding for both design and construction phases of the project. The attached professional services agreement includes a base fee of \$320,610 and a reimbursable allowance for direct expenses not-to-exceed \$20,000. Services will include preparation of construction drawings and specifications, bidding assistance, project inspections, and closeout. This is consistent with preliminary estimates for design services based on the overall scope of the project. Staff has prepared the attached professional services agreement and associated fee schedule for Council's review and approval.

REVIEWED BY

The Administrative Committee recommended approval of the agreement on March 25, 2024.

PROPOSED ACTIONS

ACTION: Approve the Professional Services Agreement with Lombard/Conrad Architects.

STAFF RECOMMENDATION

Approve the Professional Services Agreement with Lombard/Conrad Architects.

OTHER RESOURCES

FISCAL IMPACT

Funding for design services on the City shop project was included in the FY 2024 budget.

PERSONNEL IMPACT

ATTACHMENTS

1. Professional Services Agreement-City Shop Design 2024_final with attachments

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF MOSCOW, IDAHO AND
LOMBARD CONRAD ARCHITECTS FOR
THE CITY SHOP FACILITY**

THIS AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY (hereinafter "Agreement"), is made this ____ day of March, 2024, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Lombard Conrad Architects, Inc., 472 W. Washington Street, Boise, Idaho, 83702 (hereinafter "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY, with power to contract for the services provided for herein, has complied with applicable provisions of law regarding retaining professional services such as those contemplated herein; and

WHEREAS, CITY intends to construct a City Shop Facility (hereinafter "PROJECT"). The PROJECT will include an approximately 20,000 square foot new building that will house fabrication and equipment servicing bays, offices, dedicated training areas, restrooms, showers, break rooms and associated mechanical / electrical rooms to support the facility; remodel and exterior restoration of an existing shop building; and site improvements, including utilities, infrastructure, parking, grading, and other associated PROJECT elements; and

WHEREAS, CITY requires the services of a duly qualified design professional to perform the services required by this Agreement. CONSULTANT represents that it is aware of City's plans with respect to the PROJECT; and

WHEREAS, CONSULTANT warrants that it is fully licensed, legally qualified, and willing to perform the services required by this Agreement; and

WHEREAS, CITY desires to engage CONSULTANT to provide industry standard services necessary to prepare the Design Development, final facility design, prepare construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation, warranty inspection, and warranty defect resolution assistance;

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

SECTION I: THE PROJECT

CONSULTANT shall provide professional design services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and

completion of architectural design services (including civil, structural, mechanical, electrical engineering, architectural, landscape, irrigation and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation and warranty inspection, and warranty defect resolution assistance (hereinafter "Services").

SECTION II: SCOPE OF WORK

CONSULTANT promises and agrees to, consistent with the standard of care as defined in Section IV. D. of this Agreement, furnish to CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to supply the professional architectural and related services necessary for the completion of the PROJECT consistent with the provisions of this Agreement. The Scope of Work for the PROJECT is set forth in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference. Subject to the standard of care all Services shall be subject to and performed in accordance with this Agreement and applicable Federal, State and Local laws, rules and regulations. All Services performed by CONSULTANT shall be subject to the sole and discretionary approval of CITY, which approval shall not be unreasonably withheld.

SECTION III: COMPENSATION

A. Compensation and Term.

For the Services performed pursuant to this Agreement, CONSULTANT shall be compensated in a sum not to exceed THREE HUNDRED TWENTY THOUSAND SIX HUNDRED AND TEN DOLLARS (\$320,610) with an additional not to exceed sum of TWENTY THOUSAND DOLLARS (\$20,000) for reimbursable expenses, as defined in the attached Exhibit "A" Section 7.C., that shall be paid as detailed in Section III.B. below. This Agreement shall be in effect until the completion of the warranty inspection and resolution of any warranty defects to the satisfaction of CITY.

B. Payment.

Payment for Services rendered by CONSULTANT shall be in accordance with the following:

1. CONSULTANT's compensation and reimbursable expenses shall be paid by CITY to CONSULTANT no more than once a month. Such periodic progress payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "A". In order to receive payment, CONSULTANT shall present to CITY an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to CONSULTANT shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "A". CITY shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

2. Records of Reimbursable Expenses shall be provided to CITY upon presentation of CONSULTANT's progress payment invoices. Payments for invoices prepared by CONSULTANT shall be due and payable net thirty (30) days by CITY.
3. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of six percent (6%) per annum.
4. CITY may withhold payment, in whole or in part, to the extent reasonably necessary to protect CITY from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by CITY to deduct any sums from a progress payment shall not constitute a waiver of CITY's right to such sums. CITY may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by CITY, that are incurred by CITY for which CONSULTANT is liable under the Agreement or state law. Payments to CONSULTANT for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the PROJECT. Payment to the CONSULTANT shall not be withheld, postponed, or made contingent upon receipt by CITY of offsetting reimbursement or credit from parties not within CONSULTANT's reasonable control.
5. The Parties agree that CONSULTANT's compensation for Services includes all licensing fees for CITY's use of the Construction Documents, including use after termination of this Agreement.

SECTION IV: OTHER TERMS AND CONDITIONS

- A. Independent Contractor. CITY retains CONSULTANT on an independent contractor basis and neither CONSULTANT nor its employees or Subcontractors are an employee of CITY and are not entitled to the rights or benefits afforded to CITY's employees. Any Subcontractors performing the Services under this Agreement on behalf of CONSULTANT shall also not be employees of CITY, and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due to such Subcontractors in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting CONSULTANT, its employees and Subcontractors, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- B. Termination of Agreement. This Agreement may be terminated by CONSULTANT upon thirty (30) days' written notice to CITY, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days' written notice to CONSULTANT without cause and without further liability to CONSULTANT, except as designated by this Agreement. All working documents and drawings shall become the property of, and shall be surrendered to CITY. CONSULTANT shall cease all work immediately upon receipt of notice of termination. CONSULTANT shall be paid for work

completed up to notice of termination and shall not be entitled to payment for any work performed after receipt of notice of termination, absent an express written agreement from CITY.

- C. Data of Record. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including maps, surveys, borings, and other information required by CONSULTANT relating to the PROJECT. All designs, drawings, specifications, documents, and other work product prepared by CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for PROJECT and are property of CITY, which shall be delivered to CITY by CONSULTANT upon sixty (60) days after completion of PROJECT or upon termination of Agreement, contingent upon payment in full by CITY for CONSULTANT's Services provided hereunder.
- D. Standards of Work and Standards of Care. CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals legally qualified to perform the Services in the same discipline in the State of Idaho, and shall be fully responsible to CITY for any damages to CITY and delays to the PROJECT caused by the negligent performance of professional services by the CONSULTANT, under this agreement, specified in the indemnification provision of this Agreement. CONSULTANT shall perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Subject to the standard of care, unless approved by CITY, CONSULTANT shall not exceed the time limits established by the schedule, except for circumstances out of CONSULTANT's reasonable control with written approval by CITY. No other provision under this agreement shall be interpreted or construed to elevate this standard of care.
- E. Adherence to Law Required. Subject to the standard of care, 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 CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT and its surety shall 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 CONSULTANT, CONSULTANT's employees, or its subcontractors.
1. Pursuant to Idaho Code § 67-2359, CONSULTANT certifies that it is not currently owned or operated by the government of China and will not for the duration of the 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.
 2. CONSULTANT 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 Idaho Code § 67-2346 will result in this Agreement being void as against public policy.
 3. Pursuant to Idaho Code Title 18 Chapter 87, CONSULTANT 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.

F. Insurance. CONSULTANT shall not commence Services under this Agreement until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. In the event CONSULTANT fails to provide or maintain all required insurance, CITY may, in its sole discretion, obtain such insurance and deduct the amount therefor from the total compensation. CONSULTANT shall, at its sole cost and expense, secure and maintain in force, during the term of this Agreement, the following insurance:

1. Worker's compensation and employer's liability insurance as required by the State of Idaho;
2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars (\$1,000,000) combined single limits;
3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of CONSULTANT or of any of its employees, agents, or subcontractors, with one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate;
4. CONSULTANT shall procure and maintain professional liability insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of one million dollars (\$1,000,000). Coverage shall be in force during the term of this Agreement and for a period of at least twelve (12) months thereafter.

CONSULTANT shall furnish CITY with certificates of insurance as evidence these policies are in effect.

G. Indemnity and Hold Harmless.

1. CONSULTANT waives any and all claims and recourse against CITY including rights of contribution for loss or damage to persons or property arising from, or growing out of, or in any way connected with or incident to CONSULTANT's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents or employees.
2. CONSULTANT agrees to indemnify and hold harmless CITY and its officers, agents and employees against all losses and damages of any nature whatsoever, resulting from any injury or damages sustained by any person(s) or property to the extent resulting from any negligent act, error or omission of CONSULTANT or its agents, employees, subcontractors or consultants. CONSULTANT's obligation to indemnify and hold harmless CITY shall not be limited to the amount of insurance actually secured under this Agreement, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorney fees.
3. CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the PROJECT site unless CONSULTANT's acts or omissions introduced,

caused, or allowed said hazardous materials or toxic substances to be introduced to the PROJECT site. "Hazardous Materials" means any material that has been designated as hazardous under 49 U.S.C. Sec. 5103.

- H. **Costs and Attorney Fees.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses, shall be allocated in accordance with state law, unless a court order requires a different allocation.
- I. **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 either Party 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.
- J. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, CONSULTANT shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations without the prior written consent of CITY. Any attempted assignment without such consent shall be invalid and void.
- K. **Consultant Representative.** CONSULTANT hereby designates Matthew Geserick as CONSULTANT's project manager ("Project Manager") to manage and direct the work of CONSULTANT. The Project Manager shall represent CONSULTANT and be in attendance at all PROJECT design meetings (with limited approved exceptions); shall direct the work of CONSULTANT and its sub-consultants; and shall serve as the primary point of contact and communications for CITY. CONSULTANT shall not change the Project Manager without CITY's written consent. Such consent shall only occur upon the satisfaction of CITY that the proposed new Project Manager possesses the professional skills, experience and acumen to successfully perform the services provided for herein. Such consent shall not be unreasonably withheld or delayed.
- L. **City Representatives.** CITY shall designate a person to act as its representative for the performance of this Agreement ("CITY's Representative"). CITY's Representative shall be authorized to act as liaison between CONSULTANT and CITY in the administration of this Agreement and the Construction Documents and shall have the power to act on behalf of CITY for all purposes under this Agreement. CITY's Representative shall assist CONSULTANT in observing construction of the PROJECT and participating in the preparation of punch-list items. CITY may designate new and/or different individuals to act as CITY's Representative from time to time. CITY's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services.

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

CONSULTANT:

CITY:

Lombard Conrad Architects
Matthew Geserick
Project Manager
472 W. Washington Street
Boise, Idaho 83702

City of Moscow
Cody Riddle
Deputy City Supervisor
PO Box 9203
Moscow, Idaho 83843

- M. Conflict of Interest and Special Warranty. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in PROJECT, which would conflict in any manner or degree with the performance of its Services hereunder. CONSULTANT further covenants that, in performing this Agreement, it shall employ no person who has any such interest. CONSULTANT warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONSULTANT declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONSULTANT shall make this Agreement null and void.
- N. Special Provisions.
1. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by CONSULTANT, pursuant to this Agreement, shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. It is mutually understood that any alterations made to documents without CONSULTANT's direction shall void CONSULTANT's liability under this subsection.
 2. Disclosure of Materials. It is expressly understood by CITY and CONSULTANT that all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement, may be subject to disclosure under Idaho Code § 74-101, et seq, commonly known as the Public Records Act unless exempt from disclosure. CONSULTANT shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. CONSULTANT shall indemnify and defend CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for CONSULTANT's failure to designate individual documents as exempt. CONSULTANT's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by such release.
 3. Americans With Disabilities Act. CONSULTANT will use its professional efforts to interpret all applicable Federal, State and Local Laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act of 1990 ("ADA"). CONSULTANT will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

- O. **PROJECT Confidentiality.** All communications and reports for PROJECT shall be handled in a professional manner. After PROJECT, CONSULTANT shall return to CITY all documents obtained from CITY or generated during the course of this PROJECT. If CONSULTANT or CITY receives information specifically designated “confidential”, the receiving Party shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees; (2) those who need to know the content of such information in order to perform services solely and exclusively for the PROJECT; (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; (4) as required pursuant to Idaho Code §74-101, et seq.; or (5) as ordered by a court of competent jurisdiction. CITY herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.
- P. **Qualified Estimates of Cost.** The estimates of cost for PROJECT herein are to be prepared by CONSULTANT through exercise of CONSULTANT’s professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials or over competitive bidding procedures and market conditions. Nothing in this paragraph shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by similarly situated professional organizations. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs. If at any time CONSULTANT’s estimates of cost for the PROJECT exceeds CITY’s budget for the PROJECT, CONSULTANT shall redesign PROJECT elements to achieve cost savings, but in doing so, shall not delete any essential elements of the PROJECT. If CONSULTANT is unable to redesign the PROJECT, it shall make appropriate recommendations to CITY to adjust the PROJECT’s size, quality or budget. CITY shall consider CONSULTANT’S recommendations, but shall decide, in its discretion, how to proceed. Any schedule modification based on the need for a redesign of the PROJECT shall be mutually agreed upon by both Parties.
- Q. **Modification and Assignability of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Parties hereto. CONSULTANT 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. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
- R. **Records.** CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall, during normal business hours, allow a representative of CITY to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.
- S. **No Third-Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third-party except as expressly provided herein.

- T. Exhibits and Recitals. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.
- U. Severability. Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- V. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the addresses shown above, or at such other address as the respective Parties may provide in writing for this purpose.
- W. CITY's Right to Employ Other Consultants. CITY reserves the right to employ other consultants in connection with this PROJECT.
- X. Drug/Tobacco Free Facilities. All CITY facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of CITY facilities.
- Y. 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. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- Z. Appropriations and Approval. 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.
- AA. Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

CONSULTANT:

Lombard Conrad Architects

By: _____
Mark Heazle

CITY:

City of Moscow

By: _____
Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Mark Heazle, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Lombard Conrad Architects (CONSULTANT), with authority to bind CONSULTANT to the terms of this Agreement.

Notary Public for the State of _____
My commission expires _____

Exhibit “A” Scope of Services

SECTION 1. GENERAL SERVICES TO BE PROVIDED

- A. **GENERAL SERVICES.** CONSULTANT shall provide CITY with professional services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of professional design services (including civil, structural, mechanical, electrical, architectural, landscape architectural, irrigation, and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation, warranty review and warranty defect resolution assistance.
- B. **GENERAL PROJECT DESCRIPTION.** The PROJECT consists of a new, approximately 20,000 square foot building that will house fabrication and equipment servicing bays, offices, dedicated training areas, restrooms, showers, break rooms and associated mechanical / electrical rooms to support the facility. The building is to be designed, bid, and constructed as a pre-engineered steel structure on a cast-in-place foundation. The building is to be clad with metal wall panels, interrupted by glazed storefronts and windows at public-facing elevations. In addition, the building is to have rollup garage doors suitable for allowing irregular or large Public Works vehicles and equipment into the facility. The 8.3-acre site is non-uniform in elevation. The site design shall include accommodation for engineered earth-retention and any additional measures needed to construct the building at the desired location. The PROJECT includes site planning, including but not limited to earth moving as required, underground utilities and site infrastructure, surface water retention systems, and provision for both gravel and paved (public) parking.

SECTION 2. PREPARATION AND DESIGN PHASE

- A. **COORDINATION OF SURVEYS.** At CITY’s request, CONSULTANT shall, as part of its Services, coordinate, obtain, and pay for the services of a land surveyor. Such land survey need not include any additional setting of monuments, legal descriptions or defining of land boundary. The intent of such survey is to provide a topographic base map for the PROJECT site. It is understood that independent engineers/specialists are not a part of the design team and that the design team will rely upon their expert services. In soils, foundation, groundwater and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur which could affect total PROJECT cost and/or execution. Such conditions and cost/execution effects are not the responsibility of CONSULTANT. CONSULTANT shall not be responsible for any damages arising from the services of the land surveyor.

- B. **DESIGN DEVELOPMENT.** Once CITY provides CONSULTANT with specific written approval of the Schematic Design Documents and any adjustments authorized by CITY in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CITY, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the PROJECT as to architectural, site design, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, including a preliminary opinion of probable construction cost based on current area, volume or similar conceptual estimating techniques. CONSULTANT shall submit to CITY, drawings, probable construction cost estimates, and other items necessary to confirm financing for the PROJECT. CONSULTANT, at its own expense, shall provide a complete set of the Design Development Documents described herein for CITY's review and approval. CONSULTANT shall provide a written timetable for full and adequate completion of the PROJECT to CITY. CONSULTANT shall assist CITY in applying for and obtaining required approvals from all Federal, State, Regional or Local Agencies concerned with the PROJECT. CONSULTANT shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the PROJECT and to obtain final approval and acceptance by any agencies as may be required. CONSULTANT shall provide, for CITY's review and approval, a preliminary schedule of all color materials and selections of textures, finishes, fixtures and other matters involving an aesthetic decision about the PROJECT.

SECTION 3. CONSTRUCTION DOCUMENTS AND BIDDING PHASES

- A. **CONSTRUCTION DRAWINGS AND SPECIFICATIONS.** Based on CITY's written approval of Design Development Documents and any further adjustments in the scope or quality of the PROJECT or in the construction budget as authorized in writing by CITY, CONSULTANT shall prepare, for approval by CITY, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the PROJECT, which shall comply with all applicable laws, ordinances, codes, rules and regulations as of the date of issuance of such Construction Documents. The Construction Documents shall reflect all agreements between CITY and CONSULTANT related to CITY's budget constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities.
- B. **PROJECT BID ASSISTANCE.** Following CITY's approval of the Construction Documents, CONSULTANT shall assist CITY in the preparation of the necessary bidding information, bidding documents, the Conditions of the Contract for construction, and the Contract between CITY and Contractor for the Project's construction for CITY's final review, approval and use.
- C. **CONSTRUCTION COST PREPARATION.** CONSULTANT shall advise CITY of any adjustments to previous preliminary opinion of probable construction cost indicated by changes in requirements or general market conditions.
- D. **PERMITTING AND CONSTRUCTION APPROVAL.** CONSULTANT shall provide CITY with a list of all permits, approvals or other authorizations required for the PROJECT from all Federal, State or Local Governmental Bodies with approval jurisdiction over the PROJECT.

CONSULTANT shall then assist CITY in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by CITY.

- E. CONTRACT AWARD ASSISTANCE. CONSULTANT, following CITY approval of the Construction Documents and of the latest preliminary opinion of probable construction cost, shall assist CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

SECTION 4. CONSTRUCTION ADMINISTRATION PHASE

- A. DURATION OF CONSTRUCTION ADMINISTRATION SERVICES. CONSULTANT's responsibility to provide Services for the Construction Phase under this AGREEMENT commences with the award of the initial Contract for Construction and terminates by the earliest of either the issuance to CITY of the final Certificate for Payment or sixty (60) days after the scheduled date of Substantial Completion of the work on the PROJECT as defined by the bidding documents.
- B. Duties, responsibilities and limitations of authority of CONSULTANT under this Agreement shall not be restricted, modified or extended without written agreement of CITY and CONSULTANT.
- C. CONSULTANT REPRESENTATION OF CITY. CONSULTANT shall be a representative of and shall advise and consult with CITY during the administration of the Contract for Construction. CONSULTANT shall have authority to act on behalf of CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.
- D. CONSTRUCTION OBSERVATION SERVICES. CONSULTANT, as a representative of CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations for the following reasons: (1) to become generally familiar with and to keep CITY informed about the progress and quality of the portion of the work on the PROJECT completed; (2) to endeavor to guard CITY against defects and deficiencies in the work on the PROJECT; and (3) to determine in general if the work on the PROJECT is being performed in a manner indicating that the work on the PROJECT, when fully completed, will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work on the PROJECT. CONSULTANT shall neither have control over nor charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work on the PROJECT since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- E. NOTICE OF DEVIATIONS OF CONTRACT DOCUMENTS. CONSULTANT shall report to CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. CONSULTANT shall not be responsible for Contractor's failure to perform the work on the PROJECT in accordance with the requirements of the Contract Documents. CONSULTANT shall be responsible for CONSULTANT's and CONSULTANT's employees' negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of Contractor, Subcontractors, or

their agents or employees, or of any other persons or entities performing portions of the work on the PROJECT.

- F. ACCESS TO PROJECT SITE. CONSULTANT shall at all times have access to the work on the PROJECT wherever and whenever it is in preparation or progress.
- G. COMMUNICATION WITH CONTRACTOR. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, CITY shall endeavor to communicate with Contractor through CONSULTANT about matters arising out of or relating to the Contract Documents. Communications by and with CONSULTANT's sub-consultants shall be through CONSULTANT.
- H. INTERPRETATION OF CONTRACT DOCUMENTS. CONSULTANT shall make interpretations and decisions regarding the intent of the Contract Documents. When making such interpretations and initial decisions, CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor and shall not be liable for results of interpretations or decisions so rendered in good faith.
- I. DISPUTE RESOLUTION. CONSULTANT shall make initial decisions on claims, disputes or other matters in question between CITY and Contractor as provided in the Contract Documents. CONSULTANT's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and after CITY's review and approval per Section 2.B of this Exhibit "A".

SECTION 5. WARRANTY INSPECTION SERVICES

CONSULTANT shall attend and participate in the Contractor Warranty inspection which shall occur approximately eleven (11) months after Substantial Completion of the PROJECT. CONSULTANT shall inspect and document any and all observed warranty defects in the PROJECT and shall assist CITY in identifying appropriate corrective actions necessary to remedy said defects. CONSULTANT shall communicate such required corrective actions to Contractor and shall inspect all corrective actions to verify remedy of all identified defects to CITY's satisfaction and shall provide CITY with documentation regarding all required corrective actions and verifying final remedy and approval of such action.

SECTION 6. SCHEDULE OF SERVICE DELIVERY

PROJECT MILESTONES. Time is of the essence for each and every provision of this Agreement. CONSULTANT understands that PROJECT funding is dependent upon the expeditious progress of the PROJECT, and that such progress is dependent upon the services to be provided by CONSULTANT and timely performance of CITY's obligations under this Agreement. CITY and CONSULTANT mutually agree upon the following milestones for the CONSULTANT's delivery of Services under this Agreement:

Professional Service Task	Date of Completion
PROJECT Program Verification	2/14/2024
Design Development (DD) Phase	4/12/2024
100% DD Presentation	4/17/2024
Construction Documents (50%)	5/10/2024
Construction Documents (90%)	5/31/2024
Construction Documents/Permit Set (100%)	6/21/2024
PROJECT Plan Review	8/9/2024
PROJECT Bid Open Date	7/12/2024
PROJECT Bid Close Date	8/9/2024

SECTION 7. COMPENSATION SUMMARY

- A. The Services fee shall cover all expenses related to all reasonably anticipated professional design services required for the development of the PROJECT including the preparation and completion of architectural design services (including civil, structural, mechanical, electrical, architectural, landscape, irrigation and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, and warranty inspection and warranty defect resolution assistance.
- B. For Services, as described in this AGREEMENT and the sections above, Total Compensation shall be based on the stipulated sum, not to exceed THREE HUNDRED TWENTY THOUSAND SIX HUNDRED AND TEN DOLLARS (\$320,610).
- C. CONSULTANT shall be entitled to reimbursement of direct expenses incurred and attributable to the PROJECT including, but not limited to, printing and production costs, and similar expenses. Requests for reimbursement shall include detailed information regarding the requested reimbursed expenses and describe under what conditions the cost was incurred, to provide CITY the ability to verify that expense is correct, eligible, and appropriate for reimbursement for the PROJECT. Such reimbursable expenses shall not exceed a total of TWENTY THOUSAND DOLLARS (\$20,000).
- D. Progress payments for Services in each Phase shall total the following percentages of the Total Compensation payable:

Design Development Phase: \$89,771 (28%)

Construction Documents Phase:	\$102,595	(32%)
Bidding or Negotiation Phase:	\$9,619	(3%)
Construction Phase:	\$102,595	(32%)
<u>Closeout</u>	<u>\$16,030</u>	<u>(5%)</u>
Total Basic Compensation:	\$320,610	(100%)

- E. **COMPENSATION FOR ADDITIONAL SERVICES.** For any additional services of CONSULTANT beyond the scope of Services detailed herein, such additional services shall be provided only as authorized in writing in advance by CITY based upon the hourly rates defined below:

Principal Architect	\$195 / hour
PROJECT Architect	\$175 / hour
Interior Designer	\$130 / hour
Project Manager	\$125 / hour
Senior BIM Tech	\$115 / hour
BIM Tech	\$90 / hour
Emerging Professional	\$105 / hour
Student Intern	\$60 / hour
Clerical	\$75 / hour

The cost for additional services of consultants and/or subcontractors, including additional structural, mechanical and electrical engineering services, shall be the actual amounts billed to CONSULTANT for such services, plus a ten percent (10%) handling fee.

LOMBARD CONRAD ARCHITECTS

3/4/2024

Cody Riddle
Deputy City Supervisor, Community Development
City of Moscow – Community Development
504 S. Washington Street
Moscow, Idaho 83843

RE: **NEW MOSCOW CITY SHOP FACILITY
PROPOSAL LETTER
L/C NO. 24000.01**

Dear Mr. Riddle,

I want to thank you for giving Lombard Conrad Architects the opportunity to provide you with a proposed scope of work and fee for architectural and engineering services for the Moscow City Shop Facility.

PROJECT DESCRIPTION

There will be minimal site improvements that include a paved concrete or asphalt apron around the building, public/staff parking to the south of the building, accommodations for stormwater management, and a site access gate. Landscaping, irrigation, and overall site paving is not included. The site design will also include site and building retaining walls directly adjacent and part of the new shop building.

The project will include the construction of a new pre-engineered metal building (PEMB) of approximately 20,000 square-feet to house multiple department "suites" and located on existing maintenance property owned by the City. The department suites will be approximately 6,200 square feet of administrative office space with the remainder being vehicle accessible shop space.

There is also an existing City owned, pre-engineered metal building on the same site that the design team is in the process of evaluating. Based on the concept level estimate that the design team is preparing, the City will provide direction on the extent of the improvements. An amendment will be issued to this fee proposal to account for the chosen direction.

It is assumed that the delivery method will be Design / Bid / Build.

SCOPE OF SERVICES

Services consist of those described below and include normal architectural, structural, mechanical, electrical, civil engineering services.

Basic Civil Design Services

Services provided by Hodge and Associates

- Site Layout, grading, utility, and erosion and sediment control design
- Stormwater collection and detention design
- SWPPP design
- Retaining wall design
- Topographic Survey
 - Vertical and Horizontal Control
 - Topographic Survey for New Shop Site

- a. Existing Structures
- b. Utilities
- c. Ground Features
- d. Existing Retaining Walls
- e. Existing Fence
- f. Storage Areas
- g. Drive Aisles
- h. Parking Areas

The Architect is retaining the survey consultant solely as a convenience to the Owner. The Owner will indemnify the Architect for damages arising from the survey consultant's services and waive any survey claims against the Architect.

Basic Landscape Design Services

The scope of work for landscape design has not been defined at this time, though landscape and planting will be incorporated into the site we anticipate minimal planting and irrigation needs at this time, an allowance has been carried for the potential of landscape architectural services.

Basic Architectural Design Services

- Architectural design of a 20,000 sq. ft. PEMB.
- Interior design of approximately 6,200 sq. ft. of administrative office space
- Management of Permit Review Process
- Solicitation of Bids

Basic Structural Design Services

Services provided by LOCHSA Engineering

- PEMB Foundation Only. Provide structural engineering calculations and drawings for the approximately 20,000 sq ft PEMB foundations.
- Standard concrete pad and strip footings are assumed for the facility.
- Retaining wall design along west and north side of the PEMB
- Interior mezzanine structural design

Basic Electrical Design Services

Services provided by Eidam and Associates

- Attendance at one (1) on-site meeting with the design team, Owner, and other necessary bodies (jurisdictional authorities, utility companies, etc.) to present the Design Development phase concepts.
- Design assistance to present proposed engineering solutions to the Owner.
- Power distribution design and analysis including load, short circuit, and voltage drop calculations, specification of electrical distribution materials including standby/emergency generator systems, layout and circuiting of electrical connections, and panelboard sizing and placement.
- Lighting system design including photometric analysis, specification of lighting fixtures, control devices, circuit connections, control connections, energy code compliance, lighting control systems design, and emergency lighting system design.
- Fire alarm system design including code analysis, layout of fire alarm devices, and preparation of specifications for associated system.
- Low-voltage system design for network communications systems, security video systems, and access control systems.
- Assistance to the City to inventory existing equipment that is desired for relocation to the proposed new facility.

Basic Mechanical Design Services

Services provided by Musgrove Engineering

- Heating, ventilating, and air conditioning systems.

- Exhaust and make-up-air systems.
- Plumbing systems, including waste & vent, domestic hot & cold water, natural gas, and roof drainage.
- Piping for all utilities to 5'-0" outside building. Piping beyond 5'-0" shall be by civil.
- Fire sprinkler system performance specifications (if required). Final design and construction documents shall be by Fire Sprinkler Contractor.
- Assistance to the City to inventory existing equipment that is desired for relocation to the proposed new facility.

This agreement does not include landscape architectural services. It is understood that these services may be provided as a reimbursable expense to the Owner and that the Architect agrees to coordinate the work activity of these consultants.

1. Design Development Phase:

- 1.1.** Facilitate one (1) meeting with Owner and Engineering Consultants to develop Design Development Documents.
- 1.2.** Prepare and submit Design Development Documents in PDF format including drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and other documents illustrating the scale and relationship of Project components for approval by the Owner. Components to include:
 - 1.2.1.** Site Plan, Grading Plan, Paving Layouts, Lighting, Signage, and Utilities Plan.
 - 1.2.2.** Floor Plans, Exterior Elevations, Building Sections, Wall Sections, Interior Elevations, Casework and Millwork Elevations, Finish Schedule, Door, and Window Schedule.
 - 1.2.3.** Structural, Electrical, Mechanical, Plumbing, any Fire Protection Plans required.
 - 1.2.4.** Updates to the preliminary estimate of Probable Construction Cost and Schedule.
- 1.3.** Facilitate a review meeting of Design Development Documents with Owner.

2. Construction Documents Phase:

- 2.1.** Prepare and submit 50% and 90% complete Construction Documents in PDF format consisting of Drawings, Specifications and Updated Cost Estimate for review by the Owner.
- 2.2.** Facilitate a digital review session with Owner and incorporate comments into the final set of Construction Documents.
- 2.3.** Assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
- 2.4.** Prepare 100% complete Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project for approval by the owner.
- 2.5.** Assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3. Bidding or Negotiation Phase:

- 3.1.** Assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
- 3.2.** Reproduce and distribute bid sets to interested bidders, plan houses, etc. Keep a record of Plan Holder list.
- 3.3.** Chair pre-bid meeting and attend Bid Opening.
- 3.4.** Respond in writing to questions from bidders and prepare addenda as necessary.

4. Construction Phase-Administration of the Construction Contract:

- 4.1.** The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- 4.2.** The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- 4.3.** The Architect and the Engineers shall visit the site to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
 - 4.3.1.** The Architect shall visit the site and attend construction meetings at least once each month with a maximum of twelve (12) site visits over the duration of the project that include the punch list and one punch list backcheck. The Architect will be compensated for site visits in excess of this number as additional services.
 - 4.3.2.** The Architect is not responsible for sequencing, means, and methods of construction or job site safety.
- 4.4.** The Architect shall review and certify the amounts due to the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as noted above and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents.
- 4.5.** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

- 4.6. The Architect shall prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work for the Owner's approval and execution in accordance with the Contract Documents.
- 4.7. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.
- 4.8. The Architect shall issue, review and forward to the Owner closeout submittals, records, written warranties and related documents required by the Contract Documents from the Contractor for completeness and forward to the Owner.
- 4.9. The Architect shall provide support services as needed during project closeout process.

SERVICES NOT INCLUDED

This agreement does not include the following services. It is understood that these services shall be provided by the Owner and that the Architect agrees to coordinate the work activity of these Consultants.

- Permits and fees
- Landscape architecture services
- Geotechnical services and reports
- Material and quality control testing
- Energy modeling services
- Audio/visual design services
- Furniture, Fixture, Equipment Design
- LEED certification services
- Design and Specification of owner provided items
- Discovery or removal procedures for hazardous waste, subsurface debris, wells, underground tanks, federally-listed species or archeological artifacts.
- Commissioning services
- Value Engineering Services after bidding/procurement period

BASIC COMPENSATION – FIXED FEE

For the services as described, compensation shall be a fixed fee of **Three Hundred Twenty Thousand Six Hundred Ten Dollars and 00/100 dollars (\$320,610.00)**, plus reimbursable expenses:

Progress payments for services in each phase shall total the following percentages of the total compensation payable:

Design Development Phase	\$ 89,771.00
Construction Documents Phase	\$ 102,595.00
Bidding or Negotiation Phase	\$ 9,619.00
Construction Phase	\$ 102,595.00
Closeout	\$ 16,030.00
Total Compensation	\$ 320,610.00

Travel Allowance

Allowance provided for travel time to and from the site is included in the basic compensation amount based on the anticipated trips listed by the architect and consultants below

Architect

- Design phase trips (1)
- Construction administration trips (10)
- Punch list and punch list backcheck trips (2)

Civil

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Structural Engineer

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Electrical Engineering

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Mechanical Engineering

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Design Service Allowance Limit

Allowance will be agreed to and approved via amendment by the architect and owner prior to proceeding with services.

Landscape Architecture Design Allowance	\$	6,000.00
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PAYMENT

Invoices will be issued monthly and are payable within thirty (30) days of the date of invoice. An interest rate of one percent (1.0%) per month will be payable on any amount not paid within this time period. Attorney's fees and any other costs incurred in collecting delinquent accounts shall be paid by Owner.

LOMBARD-CONRAD will invoice professional fees monthly, on a percent complete basis throughout the project term.

REIMBURSABLE EXPENSES

For reimbursable expenses, as described below, and any other items included as reimbursable expenses, a multiple of one point one (1.1) times the expenses incurred by the Architect, the Architect's employees and Consultants directly related to the project.

Normal reimbursable expenses include, but are not limited to, blueprinting and other reproduction expense, postage/shipping costs; photography; long distance phone/fax, meals, travel, and mileage at \$.75/mile.

COMPENSATION FOR ADDITIONAL SERVICES

Additional services, if requested by the Owner, will be performed on a stipulated sum or current hourly rate basis, as agreed to in writing by both parties prior to initiating the additional services. For additional services of the Architect on an hourly basis compensation shall be computed as follows:

2024 Hourly Billing Rates

Architectural Hourly Billing Rates

Principal	\$195
Architect	\$175
Interior Designer	\$130
Project Manager	\$125
Senior BIM Tech	\$115
BIM Tech	\$ 90
Emerging Professional	\$105
Student Intern	\$ 60
Word Processing	\$ 75

Civil Engineering Hourly Billing Rates

Principal Engineer	\$130
Professional Engineer	\$120
Project Manager / Designer	\$120
Engineer-In-Training	\$90
Clerical	\$65
Drafting/CADD	\$90
Professional Land Surveyor	\$130
Crew Chief	\$90
1 Man Survey Crew	\$130
2 Man Survey Crew	\$200
3 Man Survey Crew	\$210
Intern Drafting/CADD	\$60

Mechanical Engineering Hourly Billing Rates

Principal	\$190
Associate	\$170
Commissioning Agent	\$165
Energy Modeling	\$165
Senior Project Engineer	\$165

Project Manager	\$150
Project Engineer	\$110
Senior Project Designer	\$110
Project Designer	\$100
CADD Operator	\$90
Administrative Assistant	\$80

Electrical Engineering Hourly Billing Rates

Principal	\$186
Senior Electrical Engineer	\$171
Electrical Engineer I	\$142
Electrical Engineer II	\$127
Electrical Engineer III	\$100
Project Manager	\$154
Electrical Designer	\$100
Production Manager	\$141
Senior Drafter	\$116
Drafter I	\$105
Drafter II	\$82
Drafter III	\$69
Office Administrator	\$90
Clerical	\$63

Structural Engineering Hourly Billing Rates

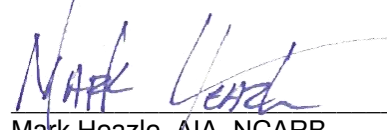
Structural Director / Principal	\$250
Structural Associate Director	\$200
Structural Senior Project Manager	\$180
Structural Project Manager	\$160
Structural Project Engineer	\$150
Structural Senior Designer	\$150
Structural Designer	\$135
Structural Intern	\$110
Structural Drafting Manager	\$170
Structural Drafting Assistant Manager	\$150
Structural Drafting Senior Designer	\$150
Structural Drafting Senior Virtual Design Coordinator	\$140
Structural Drafting Designer	\$140
Structural Drafting Virtual Design Coordinator	\$130
Structural Drafting Technician	\$120
Office/Administrative Support	\$90

The rates for services of the Architects and the Architect's Consultants are applicable in the calendar year noted above. Positions and hourly rates are subject to review and adjustment annually.

For additional services of Consultants, including additional structural, mechanical and electrical engineering services, a multiple of one-point-one (1.1) times the amounts billed to the Architect for such services will be billed.

If this proposal meets with your approval we will be glad to suggest a formal contract for these services. We look forward to working with you to meet your goals for your project.

Sincerely,
LOMBARD CONRAD ARCHITECTS, INC.



Mark Heazle, AIA, NCARB
Partner

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 1, 2024



AGENDA ITEM TITLE

Proposed Lot Line Adjustment Between 1326 Orchard Avenue and 1412, 1418, 1424, 1430, 1512, and 1542 Lanny Drive - Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicants are requesting a lot line adjustment between seven properties located at 1326 Orchard Avenue and 1412, 1418, 1424, 1430, 1512, and 1542 Lanny Drive. The proposed lot line adjustment would reduce the lot addressed as 1326 Orchard Ave from 4.98 to 0.93 acres; 1412 Lanny Dr would increase from 23,263 to 38,332 sf; 1418 Lanny Dr would increase from 12,382 to 27,872 sf; 1424 Lanny Dr would increase from 12,312 to 27,872sf; 1430 Lanny Dr would increase from 12,229 to 53,578; 1512 Lanny Dr would increase from 11,831 to 56,192 sf; and 1542 Lanny Dr would increase from 22,735 to 66,211 sf. The subject properties are located within the Low Density, Single-Family Residential Zoning District (R-1) which requires a minimum lot area of 9,600 sf and a minimum lot width of 80 feet. All of the proposed lots currently contain single-family dwellings and will meet all setbacks, minimum lot size, and minimum lot width requirements of the R-1 Zone.

REVIEWED BY

This was reviewed by the Administrative Committee on March 25, 2024 and recommended for approval.

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve the lot line adjustment with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Letter
2. Application Letter Owner
3. Kathryn Maurin - existing property
4. Legal Description for Maurin Purchase Parcel BEFORE DRAFT 20240319A
5. Proposed Exhibit
6. Proposed Legal Descriptions

2/20/2024
 Justin Goodwin
 1542 Lanny Dr
 Moscow, ID 83843

To Mayor Bettge and the City Council,

Five neighbors and I are requesting approval for lot line adjustments for our properties on the north side of Lanny Dr. The included neighbors will be listed below with their addresses. We are currently in contract to purchase roughly 4 acres from Kay Maurin located at 1326 Orchard Ave. Her current parcel is approximately 5 acres and just under an acre will be left for the home and shop, and the remaining 4 acres of bare land will be divided by the 6 purchasing neighbors.

The intent is to maintain the undeveloped land behind us while allowing each neighbor to extend their current lot to encompass their portion of the purchase. The adjustments will generally follow the current property lines extending them to the north property line of the to be purchased property. 3 of the neighbors will receive larger lots of approximately 1 acre, which will encompass their current property line and adjacent neighbors who are not participating, see attached proposed legals and maps.

Kay has expressed her desire to maintain the land as undeveloped, with it having been in the family for 100 years. With your approval, we will be able to fulfill that wish and allow our neighborhood to maintain its current appeal without future concern of potential development directly behind us.

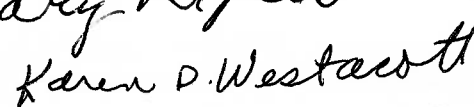
John and Donna Grauke - 1412 Lanny Dr



Mary Jett - 1418 Lanny Dr



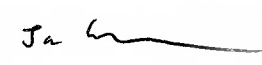
Karen Westacott - 1424 Lanny Dr



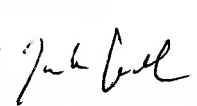
Larry and Laurel Branen - 1430 Lanny Dr



Jon and Jamie Christophersen - 1512 Lanny Dr



Justin and Emily Goodwin - 1542 Lanny Dr



Kathryn Maurin
1326 Orchard Ave
Moscow, ID 83843

City of Moscow
206 E 3rd St.
Moscow, ID 83843

February 26, 2024

Dear members of the Moscow Planning and Zoning Commission and the Moscow City Council.

I am the owner of a home and approximately 5 acres located at 1326 Orchard Ave in Moscow. I respectfully request and consent that you approve the application submitted by Justin Goodwin for lot division and rezoning of the same.

Regards,

Kathryn A Maurin

Kathryn Maurin

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

That JAMES P. MORGAN, dealing with his sole and separate property, in consideration of the sum of TEN DOLLARS (\$10.00) and other things of value, does hereby grant, bargain, sell and convey unto JOHN D. L. MAURIN and KATHRYN A. MAURIN, husband and wife, whose address is 623 N. Washington, Moscow, Idaho 83843, the following described real property situated in Latah County, State of Idaho, to-wit:

An undivided one-quarter ($\frac{1}{4}$) interest in and to the following:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 39 North, Range 5 W.B.M.; running thence West 80 rods; thence South 10 rods; thence East 80 rods; thence North 10 rods to the point of beginning, containing 5 acres, more or less.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

The above named Grantor hereby covenants that the above described premises are free from all encumbrances and he will and his heirs and personal representatives shall warrant and defend the above described premises against all lawful claims and demands.

DATED this 3RD day of May, 1985.

STATE OF WASHINGTON)

) ss.

County of Douglas)

On this 3rd day of May, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES P. MORGAN, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

Barbara D. Harris
Notary Public for Washington,
Residing in Douglas County.

NO. 343958
AT THE REQUEST OF:
MOSCON TITLE, INC.

DATE & HOUR:
5-10-85 10:35 A.M.

ELLEN JOHNSTON
LATAH COUNTY RECORDER
FEE \$ 2.00 BY [Signature]
Deputy

m/
MOSCON TITLE, INC.

March 19, 2024

**PRELIMINARY DRAFT: THIS DESCRIPTION HAS NOT BEEN CHECKED NOR APPROVED BY A
PROFESSIONAL LAND SURVEYOR**

Proposed Description for the Maurin Purchase Parcel for Picabu Estates Lot Line Adjustments
By Hodge and Associates

A parcel of land located in the Southeast Quarter of the Southeast Quarter of said Section 5, described as follows:

Commencing at the northwest corner of the Southeast Quarter of the Southeast Quarter of Section 5, said corner also being the northwest corner of the parcel described in Warranty Deed, Instrument #343958, Latah County Records, thence along the north line of said parcel, S89°25'04"E, 259.26 feet, to the **Point of Beginning**;

Thence continuing along said north line, S89°25'04"E, 1,056.35 feet, to the northeast corner of said parcel;

Thence along the east line of said parcel, S00°20'17"W, 165.26 feet, to the southeast corner of said parcel, said corner also being the northeast corner of Lot 7, Block 2, Picabu Estates;

Thence along the south line of said parcel, N89°24'27"W, 1146.14 feet;

Thence leaving said south line, 131.77 feet along a non-tangent curve to the left, said curve having a Delta = 63°50'40", Radius = 118.25 feet, Chord Distance = 125.06 feet, and Chord Bearing = N46°14'58"E;

Thence N00°21'14"E, 77.66 feet, to the **Point of Beginning**.

Parcel contains 4.06 acres, more or less.

**PRELIMINARY DRAFT: THIS DESCRIPTION HAS NOT BEEN CHECKED NOR APPROVED BY A
PROFESSIONAL LAND SURVEYOR**

F:\4726-Maurin Property Lot Division\4726-Word\To City of Moscow\Legal Description for Maurin Purchase Parcel COM 20240319A.docx

Section 5, T39N, R5W, BM

Survey References:

- Record of Survey, Instrument #460396, by L. Hodge, L.E./L.S. #3003.
- Record of Survey, Instrument #579750, by J. Dunn, L.S. #10162..
- Picabu Estates Plat, Instrument #585631, by D. Priest, L.S. #6449.
- Record of Survey, Instrument #631870, by M. Dahlin, L.S. #17534.
- Warranty Deed, Instrument #343958, Morgan to Maurin.

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 Justin Goodwin in March 2024.

Basis of Bearings

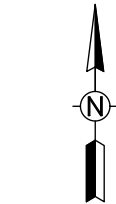
The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found Southeast corner of Section 5 and the found East Quarter corner of Section 5, said bearing being N00°20'28"E.

Surveyor Narrative

- The purpose of this survey was to locate and map the boundaries of the parcel described in Warranty Deed, Instrument #343958, and subdivide and monument tracts for lot line adjustments, as shown hereon.
- The east line of Southeast Quarter of Section 5 was located to establish the Basis of Bearings and primary boundary control. The Parcel described in Warranty Deed, Instrument #343958, was rotated to project basis and located accordingly.

Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Found 5/8" Diameter Rebar w/ Cap Stamped "6449" or as Described
- Calculated Position
- Block Number
- Lot Number
- Record Data - See Survey References
- Existing Lot Line
- Lot Line Created This Survey
- Lot Line Made Obsolete This Survey
- Section Line
- Centerline
- Right-of-Way
- Easement
- 5' Setback Line



SCALE: 1"=100'



NO. _____ AT THE REQUEST OF: _____

DATE & HOUR: _____

JULIE FRY
LATAH COUNTY RECORDER

FEE \$ _____ BY _____

P.O. Box 8728
405 S. Washington Street
Moscow, Idaho 83843-0828
(208) 882-3520

Michael E. Dahlin, Inc.
Surveyor - Professional
Licenses - Professional

Lead Surveying
Site Mapping

RIM ROCK CONSULTING, INC.

PROFESSIONAL LAND SURVEYOR
STATE OF IDAHO
MICHAEL E. DAHLIN
17534

PRELIMINARY
NOT FOR
RECORDING

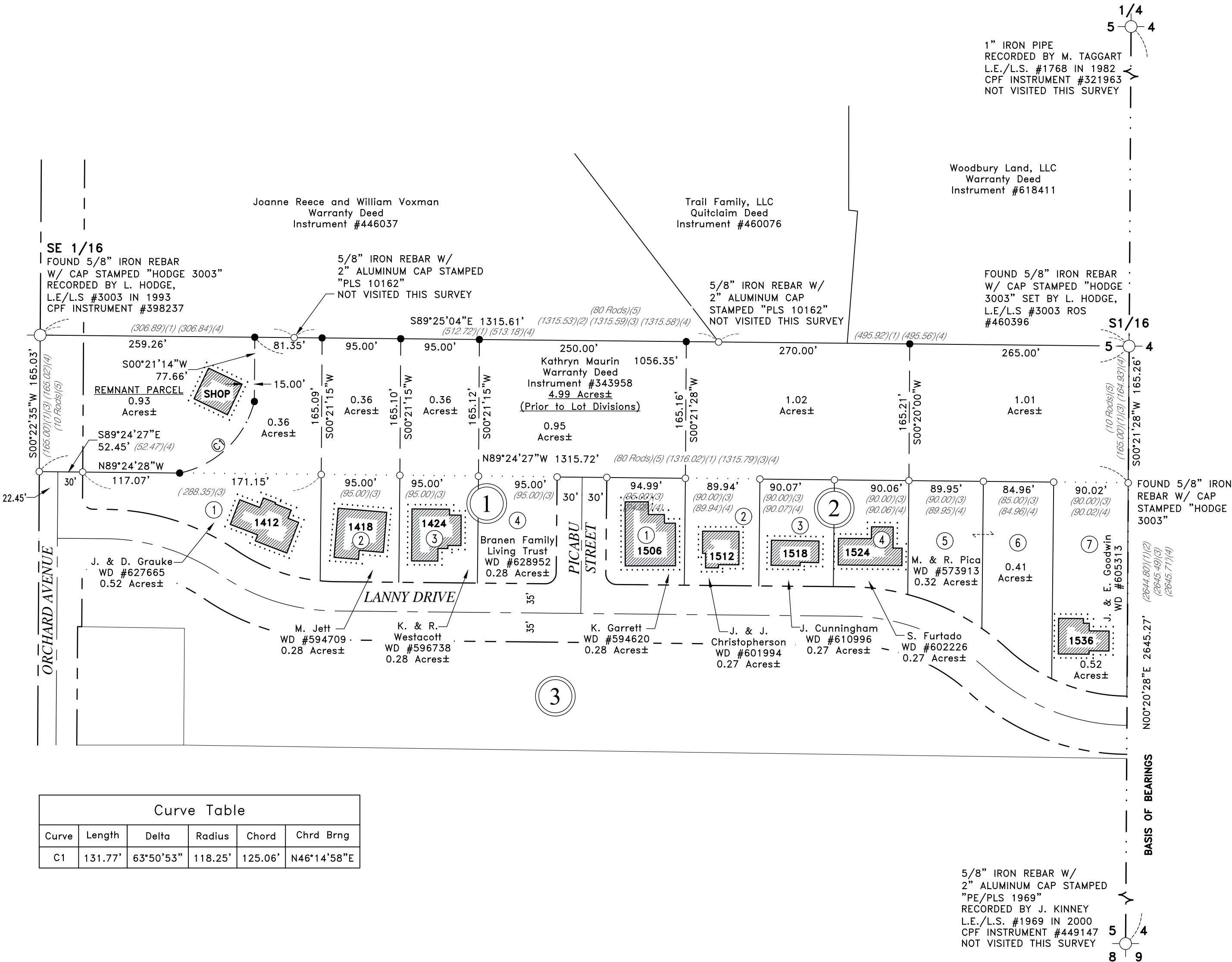
Record of Survey for:
Justin Goodwin
Moscow, Idaho

Drafted by:	BCB
Checked by:	MED
File Name:	4726 SETBACKS 3.dwg
Tab:	Layout
Plot Style	OCE.ctb
Project:	4726 03 2024
Date:	3/26/24

1

of

1



Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	131.77'	63°50'53"	118.25'	125.06'	N46°14'58"E

March 26, 2024

**Legal Description for Boundary Line Adjustment Parcel Associated With
Lot 1 Block 1 of Picabu Estates**

By Hodge and Associates

A parcel of land located in the Southeast Quarter of the Southeast Quarter of said Section 5, described as follows:

Commencing at the northwest corner of the Southeast Quarter of the Southeast Quarter of Section 5, said corner also being the northwest corner of the parcel described in Warranty Deed, Instrument #343958, Latah County Records, thence along the north line of said Southeast Quarter of the Southeast Quarter, and of said parcel, S89°25'04"E, 259.26 feet, to the **Point of Beginning**;

Thence continuing along said north line of said Southeast Quarter of the Southeast Quarter, and of said parcel, S89°25'04"E, 81.35 feet;

Thence leaving said north line, S00°21'15"W, 165.09 feet, to a point on the south line of said parcel;

Thence along said south line, N89°24'27"W, 171.15 feet;

Thence leaving said south line, 131.77 feet along a non-tangent curve to the left, said curve having a Delta = 63°50'53", Radius = 118.25 feet, Chord Distance = 125.06 feet, and Chord Bearing = N46°14'58"E;

Thence N00°21'14"E, 77.66 feet, to the **Point of Beginning**.

Parcel contains 0.36 acres, more or less.



March 26, 2024

**Legal Description for Boundary Line Adjustment Parcel Associated With
Lot 2 Block 1 of Picabu Estates**

By Hodge and Associates

A parcel of land located in the Southeast Quarter of the Southeast Quarter of said Section 5, described as follows:

Commencing at the northwest corner of the Southeast Quarter of the Southeast Quarter of Section 5, said corner also being the northwest corner of the parcel described in Warranty Deed, Instrument #343958, Latah County Records, thence along the north line of said Southeast Quarter of the Southeast Quarter, and said parcel, S89°25'04"E, 340.61 feet, to the **Point of Beginning**;

Thence continuing along the north line of said Southeast Quarter of the Southeast Quarter, and of said parcel, S89°25'04"E, 95.00 feet;

Thence leaving said north line, S00°21'15"W, 165.10 feet, to a point on the south line of said Parcel, said point also being the northeast corner of Lot 2, Block 1, Picabu Estates;

Thence along said south line, N89°24'27"W, 95.00 feet, to the northwest corner of said Lot 2;

Thence leaving said south line, N00°21'15"E, 165.09 feet, to the **Point of Beginning**.

Parcel contains 0.36 acres, more or less.



March 26, 2024

**Legal Description for Boundary Line Adjustment Parcel Associated With
Lot 2 Block 2 of Picabu Estates**

By Hodge and Associates

A parcel of land located in the Southeast Quarter of the Southeast Quarter of said Section 5, described as follows:

Commencing at the northeast corner of the Southeast Quarter of the Southeast Quarter of Section 5, said corner also being the northeast corner of the parcel described in Warranty Deed, Instrument #343958, Latah County Records, thence along the north line of said Southeast Quarter of the Southeast Quarter, and of said parcel, N89°25'04"W, 265.00 feet, to the **Point of Beginning**;

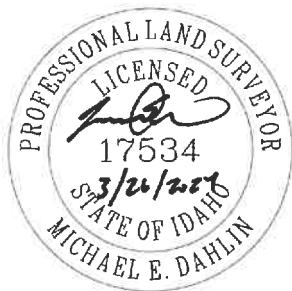
Thence leaving said north line, S00°20'00"W, 165.21 feet, to a point on the south line of said parcel, said point also being the northeast corner of Lot 4, Block 2, Picabu Estates;

Thence along said south line, N89°24'27"W, 270.07 feet, to the northwest corner of Lot 2, Block 2, Picabu Estates;

Thence leaving said south line, N00°21'28"E, 165.16 feet, to a point on the north line of said Southeast Quarter of the Southeast Quarter, and of said parcel;

Thence along the north line of said Southeast Quarter of the Southeast Quarter, and of said parcel, S89°25'04"E, 270.00 feet, to the **Point of Beginning**.

Parcel contains 1.02 acres, more or less.



March 26, 2024

**Legal Description for Boundary Line Adjustment Parcel Associated With
Lot 3 Block 1 of Picabu Estates
By Hodge and Associates**

A parcel of land located in the Southeast Quarter of the Southeast Quarter of said Section 5, described as follows:

Commencing at the northwest corner of the Southeast Quarter of the Southeast Quarter of Section 5, said corner also being the northwest corner of the parcel described in Warranty Deed, Instrument #343958, Latah County Records, thence along the north line of said Southeast Quarter of the Southeast Quarter, and said parcel, S89°25'04"E, 435.61 feet, to the **Point of Beginning**;

Thence continuing along the north line of said Southeast Quarter of the Southeast Quarter, and of said parcel, S89°25'04"E, 95.00 feet;

Thence leaving said north line, S00°21'15"W, 165.12 feet, to a point on the south line of said parcel, said point also being the northeast corner of Lot 3, Block 1, Picabu Estates;

Thence along said south line, N89°24'27"W, 95.00 feet, to the northwest corner of said Lot 3;

Thence leaving said south line, N00°21'15"E, 165.10 feet, to the **Point of Beginning**.

Parcel contains 0.36 acres, more or less.



March 26, 2024

**Legal Description for Boundary Line Adjustment Parcel Associated With
Lot 4 Block 1 of Picabu Estates
By Hodge and Associates**

Lot 4, Block 1

A parcel of land located in the Southeast Quarter of the Southeast Quarter of said Section 5, described as follows:

Commencing at the northwest corner of the Southeast Quarter of the Southeast Quarter of Section 5, said corner also being the northwest corner of the parcel described in Warranty Deed, Instrument #343958, Latah County Records, thence along the north line of said Southeast Quarter of the Southeast Quarter, and of said parcel, S89°25'04"E, 530.61 feet, to the **Point of Beginning**;

Thence continuing along the north line of said parcel, S89°25'04"E, 250.00 feet;

Thence leaving said north line, S00°21'28"W, 165.16 feet, to a point on the south line of said parcel, said point being the northeast corner of Lot 1, Block 2, Picabu Estates;

Thence along said south line, N89°24'27"W, 249.99 feet, to the northwest corner of Lot 4, Block 1, Picabu Estates;

Thence leaving said south line, N00°21'15"E, 165.12 feet, to the **Point of Beginning**.

Parcel contains 0.95 acres, more or less.



March 26, 2024

**Legal Description for Boundary Line Adjustment Parcel Associated With
Lot 7 Block 2 of Picabu Estates
By Hodge and Associates**

A parcel of land located in the Southeast Quarter of the Southeast Quarter of said Section 5, described as follows:

Beginning at the northeast corner of the Southeast Quarter of the Southeast Quarter of Section 5, said corner also being the northeast corner of the parcel described in Warranty Deed, Instrument #343958, Latah County Records;

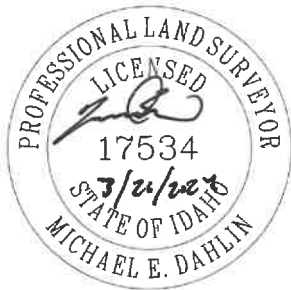
Thence along the east side of said Southeast Quarter of the Southeast Quarter, S00°21'28"W, 165.26 feet, to the southeast corner line of said parcel, said corner also being the northeast corner of Lot 7, Block 2, Picabu Estates;

Thence along said south line, N89°24'27"W, 264.93 feet, to the northwest corner of Lot 5, Block 2, Picabu Estates;

Thence leaving said south line, N00°20'00"E, 165.21 feet, to a point on the north line of said parcel;

Thence along the north line of said Southeast Quarter of the Southeast Quarter, and of said parcel, S89°25'04"E, 265.00 feet, to the **Point of Beginning**.

Parcel contains 1.01 acres, more or less.



March 26, 2024

Legal Description for Maurin Remnant Parcel

By Hodge and Associates

A parcel of land located in the Southeast Quarter of the Southeast Quarter of said Section 5, described as follows:

Beginning at the northwest corner of the Southeast Quarter of the Southeast Quarter of Section 5, said corner also being the northwest corner of the parcel described in Warranty Deed, Instrument #343958, Latah County Records;

Thence along the north line of said parcel, S89°25'04"E, 259.26 feet;

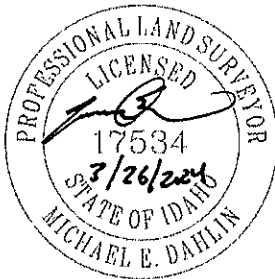
Thence leaving said north line, S00°21'14"W, 77.66 feet;

Thence 131.77 feet along a tangent curve to the right, said curve having a Delta = 63°50'40",
Radius = 118.25 feet, Chord Distance = 125.06 feet, and Chord Bearing = S46°14'58"W, to a point
on the south line of said parcel;

Thence along said south line, N89°24'27"W, 169.52 feet, to the southwest corner of said parcel;

Thence along the west line of said parcel, N00°22'35"E, 165.03 feet, to the **Point of Beginning**.

Parcel contains 0.93 acres, more or less.



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 1, 2024



AGENDA ITEM TITLE

Staffing for Adequate Fire and Emergency Response Program Grant Application - Alisa Anderson / Brian Nickerson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Brian Nickerson, Fire Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow Volunteer Fire Department (Department) is requesting to submit a funding request to the Staffing for Adequate Fire and Emergency Response Program (SAFER) funded through FEMA. The purpose of the SAFER Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist with increasing the number of firefighters to help communities meet industry minimum standards, to attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. The SAFER Program is a competitive process that is informed by fire service subject-matter experts to review applications and award applicants whose requests best address the priorities of the FY 2023 SAFER Program.

The Department is classified as a combination department, as defined in 15 U.S.C. § 2229, which has paid firefighting personnel and volunteer firefighting personnel. At a minimum, a combination fire department must have at least one active firefighter who receives financial compensation for services (including paid-on-call) and at least one active firefighter who does not receive financial compensation for services other than life, health, and workers' compensation insurance. FEMA considers a department to be "combination majority volunteer" if more than 50 percent of its membership is made up of personnel who do not receive financial compensation for services.

There is a total of \$360 million available under the FY 2023 SAFER Program and 10% of the funding is set aside for grants awarded to all volunteer or majority volunteer departments for the hiring of firefighters. There is no maximum award amount for FY 2023 SAFER Program awards and no cost share or match or position cost limit. Award announcements will be made at the beginning of summer 2024 and on a continuous basis thereafter until all available funds have been awarded, but no later than September 30, 2024. The period of performance is 36 months for all awarded grants. A default 180-day recruitment period, which allows grant recipients to begin hiring SAFER Program-funded firefighters, begins when FEMA approves the application for an award under this activity. The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The grant application period opened on March 11 is due April 12, 2024.

Staff is proposing to submit a request to the FY 2023 SAFER Program for three (3) full-time firefighter/paramedic positions for a period of three (3) years. At this time, Staff is working within the grant parameters to determine a specific request amount which will not exceed \$1.3 million. If awarded, the goal is to have the three (3) positions filled by January 1, 2025.

REVIEWED BY

This item was reviewed by the Administrative Committee on March 25, 2024 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approval for the Moscow Volunteer Fire Department to submit a grant application to the FY 2023 SAFER Program for three (3) full-time firefighter/paramedic positions for a period of three (3) years in amount not exceed \$1.3 million.

STAFF RECOMMENDATION

Approval for the Moscow Volunteer Fire Department to submit a grant application to the FY 2023 SAFER Program for three (3) full-time firefighter/paramedic positions for a period of three (3) years in amount not exceed \$1.3 million.

OTHER RESOURCES

FISCAL IMPACT

There is no maximum award amount for FY 2023 SAFER Program awards and no cost share or match or position cost limit.

PERSONNEL IMPACT

Fire, Grants and Finance Departments

ATTACHMENTS

1. Notice of Funding Opportunity

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Staffing for Adequate Fire and Emergency Response
(SAFER) Grant Program**

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using Sam.gov can be found at: <https://sam.gov/content/entity-registration>.

Grants.gov registration information can be found at <https://www.grants.gov/web/grants/register.html>.

Planned UEI Updates in Grant Application Forms:

On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).

Additional Information can be found on Grants.gov:

<https://www.grants.gov/web/grants/forms/planned-uei-updates.html>.

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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.083

3. Assistance Listings Title

Staffing for Adequate Fire and Emergency Response (SAFER) Grant

4. Funding Opportunity Title

Fiscal Year 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

5. Funding Opportunity Number

DHS-23-GPD-083-00-99

6. Authorizing Authority for Program

Section 34 of the Federal Fire Prevention and Control Act of 1974, Pub. L. No. 93-498, as amended (15 U.S.C § 2229a)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2023 (Pub. L. No. 117-328)

8. Announcement Type

Initial

9. Program Category

Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. Overview

The Fiscal Year (FY) 2023 Staffing for Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately \$5.2 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), to rehire laid off firefighters, or to retain firefighters facing layoff, as well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

The SAFER Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the SAFER Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards;
- The extent of an applicant’s need for a SAFER Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The [2022–2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The SAFER Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

b. Objectives

The objectives of the SAFER Program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies and ensure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

c. Priorities

Information on program priorities and objectives for the FY 2023 SAFER Program can be found in [Appendix B - Programmatic Information and Priorities](#) of this NOFO.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient’s performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of “majority career” SAFER Program recipients’ who reported and provided evidence that the grant funding increased compliance with structural fire

responses that complied with National Fire Protection Association (NFPA) 1710 structural response standards;

- Percentage of “majority volunteer” SAFER Program recipients’ who reported and provided evidence that the grant funding increased compliance with structural fire responses that complied with NFPA 1720 structural response standards; and
- Percentage of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

Note: NFPA 1710 and 1720 are lapsing in 2026 and will be consolidated under the proposed NFPA 1750. FEMA is working with the NFPA Standards Council to evaluate deployment of fire suppression operations. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available. While the goal of the grant is to increase compliance with NFPA 1710 or 1720, 24-hour staffing is not a requirement of the SAFER Program.

B. Federal Award Information

1. Available Funding for the NOFO: **\$360 million**
2. Projected Number of Awards: **300**
3. Period of Performance: **12-48 months**
 - **Hiring of Firefighters (Hiring) Activity:** The period of performance for applications funded under the Hiring Activity will be 36 months.
 - **Recruitment and Retention (R&R) Activity:** The period of performance for applications funded under the R&R Activity will be 12, 24, 36, or 48 months.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H.3](#) of this NOFO.

FEMA awards under most programs, including this program, only include one budget period, so it will be same as the period of performance. See 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

4. Projected Period of Performance Start Date(s): **N/A¹**
5. Projected Period of Performance End Date(s): **N/A**
6. Funding Instrument Type: **Grant**

¹ FEMA funds SAFER Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

C. Eligibility Information

1. Eligible Applicants

a. *Hiring Activity*

Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico², or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

b. *R&R Activity*

Volunteer and combination fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico², or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal, and nonprofit interest organizations representing the interests of volunteer firefighters are eligible to receive a SAFER Program award under the R&R Activity.

Information on ineligible applications and/or organizations is in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

2. Applicant Eligibility Criteria

a. *Hiring Activity*

The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), rehire laid off firefighters, or to retain firefighters facing layoff. National, regional, state, local, tribal, and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity.

b. *R&R Activity*

The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity.

² The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10)

Each activity has its own application and eligibility requirements, as further outlined in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: **1) a current employee, personnel, official, staff, or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.**

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and **provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.**

3. Other Eligibility Criteria/Restrictions

National Incident Management System (NIMS) Implementation

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2023 SAFER Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

4. Maintenance of Effort (MOE)

There is no MOE or minimum budget requirement for the FY 2023 SAFER Program.

5. Cost Share or Match

There is no cost share or match or position cost limit for the FY 2023 SAFER Program. The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applicants.

6. Economic Hardship Waivers

Because there is no minimum budget requirement, cost share requirement, or position cost limit, an economic hardship waiver process is not necessary for the FY2023 SAFER Program.

D. Application and Submission Information

1. Key Dates and Times

- | | |
|--|--|
| a. Application Start Date: | <i>Mar. 11, 2024 at 8 a.m. ET</i> |
| b. Application Submission Deadline: | <i>Apr. 12, 2024 at 5 p.m. ET</i> |

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes (FEMA GO) system automatically records proof of timely submission, and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization

Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in [Section D.7](#) of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in [Section G](#) of this NOFO. For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at FEMAGO@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET.

For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the SAFER Program Help Desk by phone at (866) 274-0960 or by email at FireGrants@fema.dhs.gov, Monday through Friday, 8 a.m. – 4:30 p.m. ET

c. *Anticipated Funding Selection Date:*

No later than Jul. 31, 2024

d. *Anticipated Award Date:*

Beginning on approximately Jul. 31, 2024 and continuing thereafter until all FY 2023 SAFER Program grant awards are issued (but no later than September 30, 2024).

e. *Other Key Dates*

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline

Event	Suggested Deadline for Completion
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this notice is (800) 462-7585.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)

Each applicant, unless they have a valid exception under 2 CFR 25.110, must:

- 1) Be registered in Sam.Gov before application submission.
- 2) Provide a valid Unique Entity Identifier (UEI) in its application.
- 3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with login.gov;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of

contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the [FEMA GO Startup Guide](#)

- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. **For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.**

7. How to Register to Apply

a. General Instructions

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and Grants.gov account to apply for grants.

b. Obtain an UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://sam.gov).

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: [Apply for an Employee Identification Number \(EIN\) Online](https://www.irs.gov/efile).

d. Create a login.gov account

Applicants must have a [login.gov account](https://login.gov) in order to register with SAM or update their SAM registration.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements visit [SAM registration](https://sam.gov).

e. Register with SAM

All organizations applying must register with SAM. Failure to register with SAM will prevent your organization from applying. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to [Register with SAM](https://sam.gov).

Note: As a **new requirement** per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE."

Please allow plenty of time before the grant application submission deadline to

obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA’s system recognizes the information.

It is imperative that the information applicants provide is correct and current. Please ensure that your organization’s name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient’s having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at [Federal Support Desk](#) or call toll free (866) 606-8220, Monday through Friday, 8 a.m. – 8 p.m. ET.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR

Applicants must register in FEMA GO and add their organization to the system. The organization’s electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see [FEMA GO Startup Guide](#).

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome;
- Internet Explorer;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge.

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Final Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in [Section D.8](#) of this NOFO, “Content and Form of Application Submission.” The Standard Forms (SF) may be accessed in the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under [Section D.8](#) of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3 p.m. ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at [Grants.gov SF-424 Family](#).

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see [Section D.9](#) of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

b. Program-Specific Required Forms and Information

For program-specific updates and information, please see the Appendices to this NOFO.

11. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from working in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see [Appendix B – Programmatic Information and Priorities, Section e. Restrictions on Uses of Award Funds](#) for additional information on funding restrictions and allowable costs.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#)

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by

the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see [Appendix C](#) for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant’s scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant’s scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C – Award Administration Information](#) for further information regarding grant writer fees and the “[Additional Information](#)” section of this NOFO for general procurement under grants requirements.

c. *Management and Administration (M&A) Costs*

M&A activities are those directly related to the management and administration of the SAFER award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award or estimates, without supporting justification or adequate documentation will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item. No more than 3% of the federal share of SAFER Program funds awarded may be expended by the recipient for M&A for purposes associated with the SAFER Program award. M&A costs are not eligible under the Hiring Activity.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect costs are allowable only under R&R Activity for this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not

required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Preparedness Officer for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FEMA Preparedness Officer for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable. Indirect costs are not allowable under the Hiring Activity.

e. *Other Direct Costs*

CONSTRUCTION

Construction costs are not eligible under the SAFER Program. Construction includes major alterations to a building that changes the profile or footprint of the structure.

Modifications to facilities activities described in [Appendix B – Programmatic Information and Priorities, Section f. Funding Priorities](#) are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

Funding priorities and programmatic criteria for evaluating SAFER Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the SAFER Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP’s recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they align with the program priorities for the activity. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability;
- ii. Quality of management systems and ability to meet management standards;
- iii. History of performance in managing federal awards;
- iv. Reports and findings from audits; and
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. *Review and Selection Process*

SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings per activity are then scored competitively by no less than three members of a Peer Review Panel.

Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

I. Pre-scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in [Appendix B – Programmatic Information and Priorities](#) and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is 50% of the total application score under the Hiring Activity, and 30% of the total application score under the R&R Activity.

II. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each application based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative’s score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with their peers, and document the findings. A consensus is not required. The panel score is 50% of the total application score under the Hiring Activity, and 70% of the total application score under the R&R Activity.

III. Technical Evaluation Process (TEP)

The highest ranking applications from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

During the TEP information in [Appendix B - Programmatic Information and Priorities](#) is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding or disqualification based on findings made during this assessment.

3. Narrative Evaluation Criteria

The Narrative Statements of the application must provide specific details about the activity for which applicants seek funding, including budget details. The weighted evaluation criteria used

by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score. **FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate.** Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, and/or inaccurate data that may mislead reviewers may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the SAFER program to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and SAFER Program grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters, or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

- a. **Hiring Activity** - The panel score is 50% of the total application score.
 - i. **Project Description (30%):**
 - Why does the department need the positions requested in this application?
 - How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
 - What unique and specific services will the requested positions provide to the fire department and community?

- How will funds awarded through this grant enhance the department's ability to protect critical infrastructure within the primary response area?

ii. **Impact on Daily Operations (30%):**

- How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
- How will that risk be unequivocally reduced if awarded?

iii. **Financial Need (30%):**

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs).
- Discuss how the critical functions of the department are uniquely affected without this funding.

iv. **Cost Benefit (10%):**

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

b. R&R Activity (Fire Departments) - The panel score is 70% of the total application score.

i. **Project Description (30%):**

- Describe the unique problems and issues the department is experiencing in recruiting new volunteer firefighters.
- Describe the particular problems and issues the department is experiencing in retaining current members.
- Describe the precise implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be uniquely evaluated for its impact on identified recruitment and retention problems and issues. Describe how the overall effectiveness of the grant will be measured.
- Describe the unique and specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire department(s) and community.
- If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.
- If the grant request includes executive or management positions, define the purpose of all requested positions and personnel expenditures.

ii. Impact on Daily Operations (30%):

- Describe with particularity and discreteness how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
- Describe how that risk will be unequivocally reduced if awarded funding.
- Explain the definitive impact the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the department's NFPA compliance.

iii. Financial Need (30%):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and its inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the department are uniquely affected without this funding.

iv. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the items or activities requested in this application.

c. R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations) - The panel score is 70% of the total application score.

i. Project Description (30%):

- Describe the problems and issues the fire departments that the organization will be reaching with this grant are experiencing in recruiting new volunteer firefighters.
- Describe the problems and issues the same departments are experiencing in retaining current members.
- Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments participating in this grant. Describe how the overall effectiveness of the grant will be measured.

- Describe the specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments participating in this application and their respective communities.
- Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested.

ii. **Impact on Daily Operations (30%):**

- Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
- Explain how that risk will be reduced if awarded funding.
- Describe the impact that the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the NFPA compliance of the fire departments participating in this application.

iii. **Financial Need (30%):**

- Provide an income versus expenses breakdown of the organization's current annual budget.
- Describe the organization's particular budget shortfalls and the inability to address the financial needs without federal assistance.
- Describe the other actions the organization has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the organization are affected without this funding.

iv. **Cost Benefit (10%):**

- Describe the specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

F. Federal Award Administration Information

In addition to the language here, please see [Appendix C - Award Administration Information](#) in this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. The terms and conditions that apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works toward achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at [External Civil Rights Division | FEMA.gov](#).

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\)](#) ([fema.gov](https://www.fema.gov))

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Applicants may attach the EHP forms during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to

DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

SAFER Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP review, per the GPD Programmatic Environmental Assessment, such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment will require an EHP review as well. Such activities include, but are not limited to:

- Building renovations such as removal of wall or installation of electrical or waterlines;
- Training/exercises in natural settings such as rope or swift water;
- Installing LED signs; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed; and
- Purchase of Personal Protective Equipment (PPE).

d. National Incident Management System (NIMS) Implementation

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. However, any applicant who receives an FY 2023 SAFER Program award must achieve the level of [NIMS compliance](#) required by the AHJ over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

e. Period of Performance Guidance

i. Hiring Activity

- The period of performance is 36 months for all grants awarded under this activity.
- A default 180-day recruitment period begins when FEMA approves an application for an award under this activity.
- The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date.

- If a recipient is able to hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.

ii. R&R Activity

- The period of performance is 12, 24, 36, or 48 months for all grants awarded under this activity.
- A default 90-day recruitment period begins when FEMA approves the application for award. This period allows each recipient time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program activities before the start of the period of performance to maximize the funding's availability. However, the recipient can only expend funds within the period of performance.
- The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The period of performance cannot start later than 90 days after the award date.
- If a recipient is able to begin its recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period if they wish to begin the period early.

f. Difference between Application Request and Award

During the review process for a SAFER Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the approved scope of work section.

g. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2023 SAFER Program award with a turndown notification.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. Financial Reporting Requirements

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. Programmatic Performance Reporting Requirements

I. PERFORMANCE PROGRESS REPORT (PPR)

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

II. PPR PERIODS AND DUE DATES

The following reporting periods and due dates apply for the PPR:

- **No later than July 30** (for the period January 1–June 30)
- **No later than January 30** (for the period July 1–December 31)

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

c. Closeout Reporting Requirements

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the

original POP ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable;
- ii. The final FFR (SF-425);
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance; and
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award

with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. Additional Reporting Requirements

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10 million for any period of time, during the period of performance of an award, under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/yellowbook/overview>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. SAFER Program Office Contact

The SAFER Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The SAFER Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8 a.m.–4:30 p.m. ET.

b. SAFER Program Application Guidance Documents

Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2023. For more details, please visit the SAFER Program website at <https://www.fema.gov/grants/preparedness/firefighters/safer>.

c. FEMA Grants News

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. FEMA Grants News provides general information on all FEMA grant programs and maintains a comprehensive database

containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by phone at (800) 368-6498 or by e-mail at fema-grants-news@fema.dhs.gov, Monday through Friday, 9a.m. – 5 p.m. ET.

d. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

e. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. *Systems Information*

a. *FEMA GO*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at FEMAGO@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET.

H. Additional Information

1. *Termination Provisions*

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material

failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance.

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

OMB Memorandum M-21-27, Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS Component, or PO-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the PO. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R. § 200.413. Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay – including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and are typically granted for no more than a six-month period.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to [Section H.6](#) on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, sub-applicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for

procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women’s business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB’s revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. See 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as [Section D.9.a](#) of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer.

d. *Procurement Documentation*

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

7. FEMA Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States: means the following for:

- **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- **Manufactured products:** The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- **Construction Materials:** All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

8. Record Retention

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. *Types of Records to Retain*

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;

- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see [Section H.1](#) on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements; and
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see [Section F.3.d.iii](#) of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

- Determine whether financial statements conform to generally accepted accounting principles (GAAP);

- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine whether the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

[Whole Community](#) includes:

- Individuals and families, including those with access and functional needs;
- Businesses;
- Faith-based and community organizations;
- Nonprofit groups;
- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial, and federal partners.

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means:

1. Involving people in the development of national preparedness documents, and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Appendix A – FY 2023 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2022 and FY 2023 to the SAFER Program. The FY 2023 SAFER Program NOFO contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Additions to the Application
 - State and national organizations must enter their personnel expenditures purpose in the narrative.
 - Local departments and small projects must define all requested positions in their narrative.
- Under R&R Activity – Eligible Costs
 - Only one set of structural and wildland PPE for new recruits.
 - Tuition assistance must be specific to an accredited university or trade school program.
 - The student must receive a license, certification, or degree at the end of the program.
 - Wellness programs (e.g., group fitness led by health instructors that come to the department).
 - Traditional therapies and preventative care facilitated by a licensed mental health and/or physical healthcare provider.
 - Communication equipment and monthly expenses including cell phones, pagers, portable radios, or Computer-Aided Dispatch systems.
- Under R&R Activity – Ineligible Costs
 - Tuition assistance for family members is an ineligible cost.
 - Gym memberships.

14. Appendix B – Programmatic Information and Priorities

Appendix B contains details on SAFER Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. *Ineligible Applications and/or Organizations*

Volunteer and combination fire departments may apply for funding under both the Hiring Activity and the R&R Activity; however, departments must complete separate applications for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2023 SAFER Program eligibility:

- Fire departments
- National, state, local, federally recognized tribal, and non-profit interest organizations

However, if two or more organizations share facilities and each submits an application for the same activity (e.g., Hiring of Firefighters), FEMA reserves the right to review and

compare all of those program area applications to determine eligibility and review for potential overlap to avoid duplication of benefits.

Examples of ineligible applications and/or organizations include:

- For-profit organizations, federal agencies, and individuals;
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land;
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ;
 - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- State or local agencies, or subsets of any governmental entities, or any authorities that do not meet the requirements as defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2);
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams; and,
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities.
- Eligible applicants may submit only one application for each eligible activity (Hiring Activity and R&R Activity); all submissions of duplicate applications may be disqualified.
- If an applicant submits two or more applications for the same activity, both applications may be disqualified.
 - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

b. Supporting Definitions for this NOFO

Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710 – 2020 edition and NFPA 1720 – 2020).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen’s compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable.

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village, or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control, and extinguishing of fires; and/or responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Formal Layoff Notice: Any layoff notice should align with the local rules and regulations that govern civil service employment in the jurisdiction. In order to be reasonable to employees, and to provide employees facing layoff actions a clear understanding of the impending action, any notice of layoff should be in writing and delivered to a specific employee affected by the action. The notice should identify a specific date employment will cease or specific event that would trigger the termination of employment. The notice should be delivered or otherwise presented directly to the affected employee in advance of the layoff action in accordance with the civil service provisions or union agreement in force in the

jurisdiction taking action, e.g., 60 days prior to the effective date of the layoff action. The notice should specify whether the action is permanent or temporary, as well as provide the anticipated schedule of layoffs.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50% of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50% of the active firefighting membership is NOT compensated for service other than a nominal stipend and/or insurance.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, and/or federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations, and volunteer firefighter relief organizations and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in the FEMA GO mail center).

Nominal Stipend is a stipend that does not exceed 20% of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20% threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20% of that salary.

Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the U.S. Department of Labor's Bureau of Labor Statistics. A nominal stipend may

also include reimbursements to volunteer firefighters for approximate out-of-pocket expenses they incur.

If a stipend paid exceeds 20% of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs and/or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50% of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-Time Equivalent position that must be accounted for in the staffing information provided in the application.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Salary is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter's regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment is the minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

Tuition Assistance is only eligible for reimbursement of undergraduate and graduate studies, vocational/technical training, certification, and job training programs for the member of the department and not a spouse nor a dependent.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

c. *Application Tips*

The following information may be useful when preparing a competitive application:

- NFPA – “FREE ACCESS”: as part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit <http://www.nfpa.org/freeaccess>.
- For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.
- Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and must provide detailed information regarding the items or activities for which they are seeking funding.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start, modify, or complete any activities requested, but not funded by this award. Please review the Award Package.

d. *Funding Limitations*

Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- A total of 10% of the funding appropriated for FY 2023 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(2)).
 - No more than 33% of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP).

- A total of 10% of funding appropriated for FY 2023 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters (15 U.S.C. § 2229a(a)(1)(H)).
 - A majority volunteer fire department is one that more than half its personnel do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), in order to meet this 10% statutory set aside, the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H)).
 - If FEMA awards less than 10% of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it must transfer the remaining funds to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(1)(H)).

e. *Restrictions on Uses of Award Funds*

- Under the R&R Activity, applications that request a Staffing Needs Assessment and/or Risk Assessment project are precluded from applying for additional R&R-related activities.
- Applicants may not use award funds for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings.
- Applicants may not use federal funds to sue the Federal Government or any other government entity.

f. *Funding Priorities*

Meeting the National Standards

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime).

FEMA will also ask applicants to indicate what their ability will be to meet that same standard if awarded grant funds. Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment, or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability). This standard applies primarily to career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

g. Hiring Activity Overview

Grants awarded under the Hiring Activity enable volunteer, combination, and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance in three categories:

- Rehire:** Rehiring firefighters who were laid off within the two years prior to the start of the application period;
- Retention:** Retaining firefighters facing imminent layoff (within 120 days of the close of the application period); or,
- New Hire:** Hire new, additional firefighters.

All of the following are considerations in pre-scoring and peer review determinations:
High (H), Medium (M), Low (L)

I. COMPLIANCE WITH NFPA STANDARDS

The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standards discussed in [Appendix B Section f: Funding Priorities –Meeting the National Standards](#) of this NOFO.

Current (Pre-Award) 1710/1720 Compliance Priorities	
H Never or 0%	M Half of the time or 40-59%
H Rarely or 1-19%	L Very often or 60-79%
M Sometimes or 20-39%	L Most of the time or 80-100%

New (Post-Award) 1710/1720 Compliance Priorities	
H Always or 91-100%	M Half of the time or 40-59%
H Most of the time or 80-90%	L Sometimes or 20-39%
M Very often or 60-79%	L Rarely or 0-19%

II. CALL VOLUME AND POPULATION SERVED

Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and

departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

III. FIREFIGHTER HEALTH MEASURES

The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate newly hired firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

IV. TRAINING REQUIREMENTS

Applicants will receive higher pre-scores if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the AHJ.

h. R&R Activity – Fire Departments Overview

Grants awarded under this R&R Activity are to fire departments to assist with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (**H**), Medium (**M**), or Low (**L**).

I. COMPLIANCE WITH NFPA STANDARDS

The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standard 1710 or 1720 as discussed in [Appendix B Section f: Funding Priorities –Meeting the National Standards](#) of this NOFO.

II. VOLUNTEER MEMBERSHIP

Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteer Firefighters	
H 91-100%	M 41-50%
H 81-91%	M 31-40%
H 71-80%	L 21-30%
H 61-70%	L 11-20%
M 51-60%	L 1-10%

III. CALL VOLUME

Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

IV. FIREFIGHTER HEALTH MEASURES

Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations, and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members. Applicants who provide worker's compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and/or when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

I. FIREFIGHTER TRAINING AND CERTIFICATION REQUIREMENTS

Firefighter	
H Both Firefighter (FF) II/Emergency Medical Technician (EMT)	M FF I
H FF II	L First Responder
M Both FF I/EMT	

II. R&R COORDINATOR/PROGRAM MANAGER/GRANT ADMINISTRATOR

R&R Coordinator	
H	Applicants who currently have a coordinator, program manager, or grant administrator in place
M	Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L	Applicants who do not have, or are not requesting, a coordinator, program manager, or grant administrator

III. REGIONAL REQUESTS

Applications that will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant-awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any SAFER Program Activity. However, it cannot be for the same item.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will benefit from the R&R Activity may also apply for funding under the SAFER Program as long as the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

To apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share,

accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must be compliant with SAFER Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the SAFER Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the SAFER Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible SAFER Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application.**

i. *R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Volunteer Firefighter Interest Organizations (Interest Organizations) Overview*

Grants awarded under this R&R Activity are to applicants who identify as an Interest Organization. These grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and/or all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30% of the total application score.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (H), Medium (M), or Low (L).

I. COMPLIANCE WITH NFPA STANDARDS

The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 as discussed in [Appendix B Section f: Funding](#)

[Priorities –Meeting the National Standards](#) of this NOFO. Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and/or all fire departments benefitting from the grant funds receive higher consideration for funding.

II. R&R COORDINATOR/PROGRAM MANAGER/GRANT ADMINISTRATOR

R&R Coordinator	
H	Applicants who currently have a coordinator, program manager, or grant administrator in place
M	Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L	Applicants who do not have, nor are not requesting, a coordinator, program manager, or grant administrator

III. NEEDS ASSESSMENT

Needs Assessment	
H	Applicants with projects based on a needs assessment
L	Applicants with projects that are not based on a needs assessment

IV. FIRE SERVICE PARTNERSHIPS

Fire Service Partnerships	
H	Applicants who have, or will establish, fire service partnerships as part of this project
L	Applicants who will not have, nor establish, fire service partnerships as part of this project

j. *Eligible and Ineligible Costs and Requirements*

Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with [Section E – Application Review Information](#) of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

Hiring Activity – Eligible Costs and Requirements
Eligible Costs: - Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, contractually obligated, and reimbursed via payroll. Refer also to the definitions in Appendix B Section b for this NOFO. - Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary

Hiring Activity – Eligible Costs and Requirements

or a firefighter's regularly scheduled and contracted shift hours, in order to comply with FLSA, are eligible. For more information on FLSA, please visit the [U.S. Department of Labor](#).

- Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible.

Eligibility Requirements:

- Only firefighters hired (**New Hire category**) or rehired (**Rehire category**) after the SAFER Program grant offer of award (except if awarded under the Retention category) are eligible for grant funding.
- Only full-time positions are eligible for funding in all three categories. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year.
- SAFER Program grant funds will only pay for operational positions, in all three categories, whose primary assignment (more than half the time) is on a fire suppression vehicle, regardless of collateral duties.
- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.
- Eligible positions for funding under the **Rehire category** must have been laid off in the two years prior to the start of the application period on **March 11, 2024**. Copies of the official, signed, and issued layoff notices will be required at the time of application.
- Firefighters who have been issued a formal layoff notice, which includes a specific date for the layoff action, prior to the start of the application period, and those who face imminent layoff – within 120 days of the close of the application period – are eligible for SAFER Program funding under the **Retention category**. As the application period closes on **April 12, 2024**, the layoffs must become effective on or before **August 10, 2024**. Copies of the official, signed, and issued layoff notices will be required at the time of application.
- Eligible positions under the **Retention category** must be employees of the department at the time the application is submitted. **Note:** if a retention position becomes vacant after the application is submitted, departments must fill the vacancy with a new hire in order to maintain the operational staffing level.
- A layoff notice that is not executed within the specified terms will be considered void (unless an additional notice is provided within 14 days of the original action date) and will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the **New Hire category**.
- Any layoff action not executed in accordance with the terms of the official layoff notice, or which does not meet the above requirements will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the **New Hire category**.

Hiring Activity - Ineligible Costs

- The salaries and benefits of full-time firefighters who are employees at the time of grant award (except under the Retention category) are ineligible to be funded under this grant.
- Job-sharing positions (e.g., utilizing more than one person to fill a full-time SAFER Program-funded position) are ineligible.
- The SAFER Program may not be used to fund promotions (e.g., to pay a current member a higher salary by placing him/her in a new SAFER Program-funded position).
- Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/medical exams, background checks, etc.), and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters (e.g., PPE/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under the SAFER Program while they are engaged in training).
- Costs for additional benefits such as uniform allowances, education stipends, meal allowance, etc., that are not contractually obligated, included as part of the standard benefits package for all employees, and reimbursed via payroll are ineligible.
- Costs of annual physicals/medical exams are ineligible.
- Overtime costs (including overtime for holdovers, extra shifts, to attend training, etc.) are ineligible (except as noted in “eligible costs” above).
- M&A costs.
- Indirect costs.

R&R Activity – Eligibility Requirements

- Applicants must correlate the activities for which funding is requested and the identified recruitment or retention problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention. Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department.
- SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.
- FEMA recommends that departments consult their AHJ or the department’s legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]/Retirement Program).
- All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage and/or service delivery on

R&R Activity – Eligibility Requirements

all contracts and agreements may not begin prior to or extend beyond the period of performance of the grant. FEMA may permit prorated costs to be charged to the grant for training courses that begin during the period of performance but end after the period of performance ends.

- All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs prior to, or after being awarded.

R&R Activity – Eligible Costs: High Priority

- Costs to support a staffing needs assessment identifying the operational staff and support that are required to carry out fire department responsibilities safely and effectively (e.g., supplies for data collection, contractors or personnel to collect and analyze data, software programs, etc.).
 - **Note:** If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.
- Costs to support a R&R Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.). **Note:** computers for these positions are low priority items.
- Marketing Program to recruit new volunteer firefighters, such as:
 - Media advertising (e.g., television, radio, social media);
 - Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers); and,
 - LED/electronic sign. **Note:** this is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75% of usage must be dedicated to R&R activities. Allowable costs may be limited to reasonable amounts as determined by FEMA. Additional restrictions apply (for details see [Section F.2.c - Environmental Planning and Historic Preservation \(EHP\) Compliance](#) of this NOFO).
 - **Note:** If requesting funds to recruit new members, a marketing plan must be in place or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources.
- New Member Costs. Only one entry-level physical per new recruit. Physicals for existing members are not eligible. All grant-funded physicals (except those for explorers/cadets) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at [Roadmap | FSTAR \(fstaresearch.org\)](#).

R&R Activity – Eligible Costs: High Priority

- **Note:** annual physicals are only eligible if the applicant is also requesting grant funds to provide NFPA 1582 entry-level physicals for new recruits; annual physicals are only eligible for the same new recruits. Physicals or annual exams for any other members are not eligible.
 - Only actual costs for physicals are allowed and will be paid on a reimbursable basis. To receive reimbursement, recipients must provide invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the cost for physicals.
- New recruit basic training that is not covered under a department's normal operating budget, and as required by the AHJ to meet minimum firefighter certification (e.g., cardiopulmonary resuscitation [CPR], First Responder, EMT, FF1, FF2).
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending required basic training is also eligible.
 - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Leadership/career development training when used as a retention incentive that is not covered under a department's normal operating budget.
 - Reimbursement to members for lost wages, mileage/transportation, lodging and/or meals while attending leadership/career development training or conferences are also eligible.
 - **Note:** costs for mileage/transportation, lodging and meals must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
 - Courses must provide Continuing Education Units (CEU) or certificates of completion to be eligible. To receive reimbursement, recipients must provide documentation of the CEUs or the certificates of completion.
- Instructor/train-the-trainer training that is not covered under a department's normal operating budget.
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending instructor/train-the-trainer training are also eligible.
 - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Tuition assistance for higher education (including books, lab fees and student fees).
 - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements and specific to an accredited university or trade school program.
 - Courses are not limited to firefighter training or education.
 - Only tuition payments for classes offered and taken during the period of performance are allowable.
 - Computers for individual students are not eligible for funding.
 - Payments for student loans are not eligible for funding.

R&R Activity – Eligible Costs: High Priority

- Recipients must provide internal policies that explain how funding is administered.
- Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- Actual costs will be paid on a reimbursable basis. To receive reimbursement, students must successfully complete all classes and be working towards receiving a license, certification, or degree at the end of the program.
- PPE/Turnout Gear.
 - PPE may only be funded for new firefighters that join the department after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as “fit for duty.” PPE purchased with SAFER Program funding must be utilized by adequately trained staff.
 - Funds are available to acquire Occupational Safety and Health Administration-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at <http://www.nfpa.org/freeaccess>.
 - Only actual costs for PPE are allowed and will be paid on a reimbursable basis.
 - Allowable costs may be limited to reasonable amounts, as determined by FEMA.
 - To receive reimbursement, recipients must provide the following documentation to support the purchase of PPE:
 - Invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) for PPE.
 - Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as “fit for duty.”
 - Eligible PPE Expenditures:
 - Only one set of PPE for structural and wildland firefighting per each new recruit.
 - The SAFER Program considers a complete set of structural PPE to be comprised of one self-contained breathing apparatus (SCBA) mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, the SAFER Program will consider all statutorily required items to be part of a complete PPE set.
 - The SAFER Program considers a complete set of wildland PPE to be comprised of one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, one web gear, one backpack, and one canteen/hydration system.
- Traditional therapies and preventative care facilitated by a licensed mental health and/or physical healthcare provider.

R&R Activity – Eligible Costs: High Priority

- LOSAP or Retirement Program:
 - New LOSAP or Retirement Programs (meaning the department has never had a LOSAP or Retirement Program).
 - Increasing existing LOSAP or Retirement Program coverage to include newly recruited members (FEMA will only fund the increase portion of the program).

Note: FEMA will not fund LOSAP or Retirement Programs that were previously funded by a SAFER Program grant.

R&R Activity – Eligible Costs: Medium Priority

- Nominal stipends, as defined under [Appendix B Section b](#) in this NOFO for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, and/or responding to incidents.
 - Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted SOPs.
 - Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
 - Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.
 - Only actual costs for stipends are allowed and will be paid on a reimbursable basis.
 - Allowable costs may be limited to reasonable amounts as determined by FEMA.
 - To receive reimbursement, recipients must provide the following documentation to support the stipends:
 - Documentation to show what the department would pay to hire a full- time firefighter to perform the services for which the stipend is provided (e.g., current salary/benefit package from human resources department, data from the U.S. Department of Labor’s Bureau of Labor Statistics).
 - Copies of run reports, staffing reports, etc.
- Costs to support explorer/cadet, and mentoring programs, such as:
 - Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for each newly recruited cadet/explorer per the department’s documented uniform policy.
 - Training (Non-Immediate Danger to Life and Health [IDLH]).
 - One set of structural or wildland PPE as defined above for each new cadet/explorer that joins the department after the date of grant award, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because

R&R Activity – Eligible Costs: Medium Priority

- PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582.
- One introductory physical exam per each newly recruited explorer/cadet.
- Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life).
- Exercise equipment is limited to no more than \$10,000 total per grant award.
- Wellness programs (e.g., group fitness led by health instructors that come to the department).

R&R Activity – Eligible Costs: Low Priority

- New Member Costs. Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniforms as one pair of pants, one shirt, one hat, and one pair of boots) for new firefighters that join the department after the date of grant award, per the department's documented uniform policy.
 - **Note:** Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
- American National Standards Institute-approved retro-reflective highway apparel.
- PPE gear bags.
- Costs for advanced training not currently covered under the department's operating budget (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the AHJ and must closely correlate to the applicant's recruitment and/or retention goals.
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending advanced training are also eligible.
 - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Two computers (including monitor, keyboard, mouse) and printer for grant-appointed R&R Coordinator, Program Manager, and/or Grant Administrator.
- Awards/Incentive program for participation in operational (firefighting) activities, such as operational training and/or responding to incidents (e.g., length of service plaques, gift cards for top responders, non-uniform clothing).
 - Non-uniform clothing (limited to a shirt, a jacket, or a pullover) as part of an award program only.
 - **Note:** Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
 - Gift Cards: a logbook for the purchase and issuance of gift cards is required. The logbook should include name of recipient, date, amount of card, reason for issuance, and signature of recipient. Gift cards should be issued to operational firefighters who have completed the minimum firefighter training required by the AHJ.
- LED/electronic sign when it is not included as part of a comprehensive marketing program.
- Fire service association membership fees.
- Projector and/or screen to support classroom training.

R&R Activity – Eligible Costs: Low Priority

- Payments for housing or rent for volunteers at or near the fire station.
- Other costs associated with new recruits (background checks, aptitude tests, etc.).
- Station modifications/remodeling/renovation of existing facilities.
 - Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom) and must correlate to the identified recruitment or retention problems or issues being addressed with the grant. The renovations must be minor interior alterations not to exceed \$10,000 total per grant award.
 - Remodeling/renovations may not change the footprint or profile of the building.
 - Any request for modifications to facilities may require EHP review (for details see Section F.2.c Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding, including coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements. Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements.
 - Written approval must be provided by FEMA prior to the use of any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

R&R Activity – Eligible Costs: Non-Prioritized Costs

- M&A costs up to three percent of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.
- Indirect costs for national, state, local, or federally recognized tribal volunteer firefighter interest organizations that are expended pursuant to [Section D: Application and Submission Information](#).
- Up to \$1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid between 90 days before the publication date of this NOFO and up to 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see [Appendix C – Award Administration Information, subsection b. Grant Writer/Preparation Fee](#)
- Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the period of performance.

R&R Activity – Ineligible Costs

This list is not exhaustive:

- Salary and benefits for firefighters.
- Retroactive payments or recognition for operational services rendered prior to the grant award.
- Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see [Appendix C – Award Administration Information, subsection b. Grant Writer/Preparation Fees.](#)
- Fire suppression equipment.
- Vehicles.
- Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators).
- Supplies, expendables, or “onetime” use items such as foam, fuel/propane, breaching materials (e.g., wood or sheetrock).
- Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices.
- Communication equipment and monthly expenses including cell phones, pagers, portable radios, or Computer- Aided Dispatch systems.
- Video cameras/recording equipment.
- Photographs/photographer unless part of a marketing contract for recruitment of new members.
- Intruder alerting systems and deployment notification systems.
- Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters).
- Payments for travel to or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events).
- Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible.
- Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs).
- Costs for training currently covered under the department’s operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training).
- Tuition assistance for family members of the volunteer.
- Services at a member’s personal residence (e.g., internet access, plowing of driveways).
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators), and entertainment equipment.
- “Giveaways” for recruitment events, such as pencils, pens, t-shirts, cups, mugs or balloons.
- Fees for courses and training that are available free of charge on the internet or at state/local training facilities (e.g., NIMS 100, 700, 800).
- Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.

R&R Activity – Ineligible Costs

- Medical exams for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.
- Gym Memberships.
- Payments for student loans.
- Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs).
- Station internet access/user fees and equipment to install internet (such as routers).
- Continued funding of an existing (or previously funded through the SAFER Program) LOSAP or Retirement Program.
- Computers in common areas or individual computers for training/education.
- Copiers/printers.
- Incentives for career firefighters within the recipient's fire department.
- Ineligible explorer/cadet/mentoring program expenditures:
 - SCBAs, including masks/face pieces.
 - Anything involving the IDLH atmosphere.
 - Any activities precluded by the AHJ.
- Ineligible PPE expenditures:
 - Three-quarter length rubber boots.
 - SCBAs (not including SCBA masks/face pieces).
 - PASS Devices.
 - Spare cylinders.
 - Bomb disposal suits.
 - PPE for hazardous materials and other specialized incidents.
 - More than one set of structural or wildland PPE per newly recruited member (within the period of performance).
- PPE for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.

15. Appendix C – Award Administration Information

Appendix C contains detailed information on SAFER Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

a. *Help FEMA Prevent Fraud, Waste, and Abuse*

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. *Grant Writer/Preparation Fees*

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the "Grant Request Details" section of the application and must

satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of this NOFO and up to 30 calendar days after the application period closes. In order for the grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

1. A copy of the grant writer's contract for services;
2. A copy of the invoice or purchase order;
3. A copy of the canceled check (front and back); and
4. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as “Application Participants” in the “Contact Information” section of the application: Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place prior to submitting the application.

c. Maintenance and Sustainment

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

d. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the SAFER Program application narrative, as well as the “Grant Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER Program acquisition activity are not chargeable to any SAFER Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC*

requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status, or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov>.

e. *Excess Funds*

After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred, and all goods and services must be delivered or completed within the period of performance in order to be allowable.

f. *Payments and Amendments*

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

SAFER Program payment/drawdown requests are generated using FEMA GO. SAFER Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time, request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance SAFER Program payment/drawdown requests. EHP review requirements must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of SAFER Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as payroll records, timecards, contracts, invoices, purchase orders, proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the costs associated with each payment/drawdown request.

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate-adjusted Cost Share.

Payment Requests During Closeout

A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments

FEMA may approve SAFER Program award amendments on a case-by-case basis for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; and,
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner to be consistent with SAFER Program goals and objectives.

Note: a recipient may deobligate (e.g., return) unused funds (e.g., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (e.g., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's cost share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

g. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of SAFER Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under a SAFER Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the SAFER Help Desk prior to the disposition of SAFER Program-funded equipment.

h. Post-Award Recipient Responsibilities

Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. FEMA compares the pre-SAFER Program roster to names submitted for SAFER Program-funded positions to ensure that the SAFER Program-funded firefighters are new employees (except under the retention category).

The SAFER Program Office will work with recipients to establish the correct staffing maintenance numbers, which combine the number of pre-SAFER Program and SAFER Program-funded operational positions. Once this is established, recipients must agree to

maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients under the Hiring Activity who lay off any operational personnel during the period of performance will be considered in default of their grant and the award will be terminated. In those situations, recipients may be required to return the federal funds disbursed under the grant award.

Recipients who are unable, due to documentable economic hardship, to backfill non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement) after receiving an award may petition FEMA to waive the staffing maintenance requirements. Approved waivers allow recipients to decrease and reestablish the staffing maintenance numbers agreed to at the time of award by the number of positions that recipients are unable to fill. To qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not just the fire department. FEMA will not grant waivers for SAFER Program-funded positions. Recipients who fail to maintain the required level of staffing risk losing federal funds awarded under this grant.

Recipients must agree that, notwithstanding any provision of other laws, firefighters hired under these grants will not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit and hire military veterans to increase their ranks within their departments.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 1, 2024



AGENDA ITEM TITLE

Alley East of Washington 5th to 8th Sewer Project - Bid Results & Contract Award - Bob Buvel

RESPONSIBLE STAFF

Bob Buvel, Staff Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

This project's scope includes construction of approximately 1100 linear ft of 8" PVC-sewer main, as well as surface restoration of alleys, streets, and sidewalks. Construction of the sewer main includes new manholes, and connections to existing sewer services. The City advertised for bids on February 24, 2024, & March 2, 2024, and the Engineer's Estimate for construction was \$447,630.00. Bids were opened on March 12, 2024, at which two (2) bids were received. The bids ranged from \$538,410.00 to \$709,575.00. Of those bids, the lowest responsive bid received was submitted by Big Sky ID, Corp. of Hayden, ID with a bid of \$538,410.00. A bid tabulation is included in the packet.

REVIEWED BY

This item was reviewed by the Administrative Committee on March 25th, 2024, and recommended for approval.

PROPOSED ACTIONS

ACTION: Accept the bid from Big Sky ID, Corp., award the contract in the amount of \$538,410.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

STAFF RECOMMENDATION

Accept the bid from Big Sky ID, Corp., award the contract in the amount of \$538,410.00, 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. Alley E of Washington - Bid Tabulation
2. Alley E. of Washington St _ Construction Agreement_final with attachments

ALLEY E OF WASHINGTON
Bids Opened 3/12/2024

				Engineers Estimate	
Item No.	Item Description	QTY	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$50,000.00	\$50,000.00
2A	Remove / Dispose of Bituminous Surface	1100	SY	\$10.00	\$11,000.00
2B	Remove / Dispose of Concrete Sidewalk	30	SY	\$30.00	\$900.00
2C	Remove / Dispose of 6" Sewer Pipe	1100	LF	\$20.00	\$22,000.00
2D	Remove / Dispose of Sanitary Manhole	5	EA	\$2,350.00	\$11,750.00
3	Sanitary Sewer Manhole (4' Diameter)	5	EA	\$7,500.00	\$37,500.00
4	8-Inch PVC Sanitary Sewer Pipe (Class D Backfill)	1100	LF	\$160.00	\$176,000.00
5	Bypass Pumping Operations	1	LS	\$20,000.00	\$20,000.00
6	Reconnect Existing Sewer Service	22	EA	\$1,100.00	\$24,200.00
7	Lateral Scoping/ Verification	1	LS	\$6,000.00	\$6,000.00
8	Concrete Sidewalk	12	SY	\$55.00	\$660.00
9	Hot Mix Asphalt Patching	220	TON	\$150.00	\$33,000.00
10	1 1/4 Comp. Aggregate	270	TON	\$26.00	\$7,020.00
11	3/4 Comp. Aggregate	250	TON	\$30.00	\$7,500.00
12	Inlet Protection	6	EA	\$300.00	\$1,800.00
13	Subgrade Seperation GeoTextile	1100	SY	\$3.00	\$3,300.00
14	Traffic Control	1	LS	\$15,000.00	\$15,000.00
15	Force Account	1	EST	\$20,000.00	\$20,000.00
TOTAL					\$447,630.00

Bid From: Razz Construction	
Price	Total
\$70,900.00	\$70,900.00
\$16.00	\$17,600.00
\$70.00	\$2,100.00
\$3.50	\$3,850.00
\$750.00	\$3,750.00
\$12,350.00	\$61,750.00
\$148.00	\$162,800.00
\$75,000.00	\$75,000.00
\$5,000.00	\$110,000.00
\$8,325.00	\$8,325.00
\$415.00	\$4,980.00
\$300.00	\$66,000.00
\$76.00	\$20,520.00
\$76.00	\$19,000.00
\$300.00	\$1,800.00
\$2.00	\$2,200.00
\$59,000.00	\$59,000.00
\$20,000.00	\$20,000.00
TOTAL	\$709,575.00

Bid From: Low Bidder Big Sky Corp.	
Price	Total
\$75,000.00	\$75,000.00
\$8.00	\$8,800.00
\$15.00	\$450.00
\$7.00	\$7,700.00
\$1,900.00	\$9,500.00
\$5,750.00	\$28,750.00
\$185.00	\$203,500.00
\$15,500.00	\$15,500.00
\$2,100.00	\$46,200.00
\$3,300.00	\$3,300.00
\$510.00	\$6,120.00
\$235.00	\$51,700.00
\$85.00	\$22,950.00
\$85.00	\$21,250.00
\$65.00	\$390.00
\$3.00	\$3,300.00
\$14,000.00	\$14,000.00
\$20,000.00	\$20,000.00
TOTAL	\$538,410.00

**CONSTRUCTION AGREEMENT
FOR ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST.
AND EIGHTH ST. SEWER PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND BIG SKY ID, CORP.**

THIS CONSTRUCTION AGREEMENT FOR ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. SEWER PROJECT BETWEEN CITY OF MOSCOW, IDAHO, AND BIG SKY ID, CORP. (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 Big Sky ID, Corp. 10063 North Navion Drive, Hayden, Idaho, 83835 (hereinafter "CONTRACTOR");

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through seven (7), and the following:

1. Drawings, Specifications and Proposal for: Alley E. of Washington St. Between Fifth St. and Eighth St. Sewer Project, City of Moscow Project No. 101-022, Attachment 'A' consisting of **131 pages**;
2. Bid Proposal of CONTRACTOR, dated March 12th, 2024, Attachment 'B', consisting of **8 pages**;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of 0 pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. SEWER PROJECT

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than May 6, 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 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 Five Hundred Thirty-Eight Thousand Four Hundred Ten Dollars (\$538,410.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Five Hundred Thirty-Eight Thousand Four Hundred Ten Dollars (\$538,410.00), 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, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 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 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 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.

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.

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:

Big Sky ID, Corp.
Jeremy Tripp
10063 N. Navion Drive
Hayden, ID 83835

CITY:

City of Moscow
Engineering Division
206 East Third Street
PO 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 Jeremy Tripp, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Big Sky ID, Corp. to this Agreement.

CONTRACTOR:

Big Sky ID, Corp.

CITY:

City of Moscow, Idaho

By: Jeremy Tripp

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 Jeremy Tripp, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Big Sky ID, Corp.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

**DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:**

**ALLEY E. OF WASHINGTON ST. BETWEEN
FIFTH ST. AND EIGHTH ST. SEWER PROJECT**

CITY OF MOSCOW PROJECT NO. 101-022

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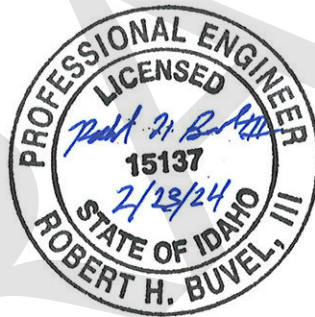
CITY OF MOSCOW, IDAHO

**Community Development
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications and Proposal

**ALLEY E. OF WASHINGTON ST. BETWEEN
FIFTH ST. AND EIGHTH ST. SEWER PROJECT**

CITY OF MOSCOW PROJECT NO. 101-022



**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, clearly marked **“Bid Enclosed - Alley E. of Washington St. Between Fifth St. and Eighth St. Sewer Project”** until **2:00 p.m.**, prevailing local time, **Tuesday, March 12, 2024**, for the following project:

Alley E. of Washington St. Between Fifth St. and Eighth St. 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, Idaho, 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” 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” / “Alley E. of Washington 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 **8994978**. 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 City.

Britany Luft, Deputy City Clerk

Publish Dates: February 24, 2024 & March 2, 2024

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned bidder to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. 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 it has received or made itself 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 CITY 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 CITY.

8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____, if any have been delivered to it 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 ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. 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

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$	\$
2A.	Remove / Dispose Bituminous Surface	1100 SY	\$	\$
2B.	Remove / Dispose of Concrete Sidewalk	30 SY	\$	\$
2C.	Remove / Dispose of 6" Sewer Pipe	1100 LF	\$	\$
2D.	Remove / Dispose of Sanitary Manhole	5 EA	\$	\$
3.	Sanitary Sewer Manhole (4' Diameter)	5 EA	\$	\$
4.	8" PVC Sanitary Sewer Pipe (Class D Backfill)	1100 LF	\$	\$
5.	Bypass Pumping Operation	1 LS	\$	\$
6.	Reconnect Existing Sewer Service	22 EA	\$	\$
7.	Lateral Scoping / Verification	1 LS	\$	\$
8.	Concrete Sidewalk	12 SY	\$	\$
9.	Hot Mix Asphalt Patching	220 TON	\$	\$
10.	1-1/4" (-) Crushed Rock Base	270 TON	\$	\$
11.	3/4" (-) Crushed Rock Base	250 TON	\$	\$
12.	Inlet Protection	6 EA	\$	\$
13.	Subgrade Separation Geotextile	1100 SY	\$	\$
14.	Traffic Control	1 LS	\$	\$
15.	Force Account	1 EST	\$ 20000	\$ 20000
			Bid Total	\$

13. The undersigned bidder, certifies under penalty of perjury pursuant to the law of the State of Idaho, that the undersigned bidder is an authorized agent to bind the bidder to the terms of this Bid Proposal.

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 ALLEY E. OF WASHINGTON ST. BETWEEN
FIFTH ST. AND EIGHTH ST. SEWER PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR **ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. SEWER PROJECT** BETWEEN CITY OF MOSCOW, IDAHO, AND **COMPANY** (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 **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 **seven (7)**, and the following:

1. Drawings, Specifications and Proposal, Attachment 'A' for: **ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. SEWER PROJECT**, consisting of **number of pages**;
2. Bid Proposal of CONTRACTOR, dated **date**, 2024, 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:

"ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. SEWER PROJECT"

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

ARTICLE 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:

Company Name
Authorized Agent
Street Address
City, State Zip

CITY:

City of Moscow
Engineering Division
504 S Washington 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:

[Company Name](#)

CITY:

City of Moscow, Idaho

By: [Authorized Agent](#)

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 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 _____

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

Additional information relative to the Plans and Specifications may be obtained from the office of Community Development, Engineering Division.

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

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 its 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

Each proposal must be accompanied by cash, a certified check, bid bond, or cashier's check, of legal United States currency, 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

Immediately after the bid prices have been compared, the City Clerk will return the guaranties accompanying the proposals that in the CITY's judgment will not be considered for awarding the contract. All other proposal guaranties will be held until the successful bidder has completed all tasks required for the contract and executed, furnished and/or complied with any other legal requirements, 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 its statement in such form as may deem 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 bidder shall submit with its 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 its 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 it 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

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 (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. The Contractor will take action, if necessary, to ensure that applicants and employees are treated equally without regard to their race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

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

The Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizes that the business in which it is engaged in is of a transitory character, and that in the pursuit thereof, its property used therein may be purchased outside the State of Idaho when taxes, excises, or license fees to which it 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 of Idaho, its subdivisions, any governmental entity, 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 its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
3. That, in the event of its default in the payment or securing of such taxes, excises, and license fees, Contractor agrees that CITY may withhold from any payment due to Contractor 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

This work shall start no earlier than May 6, 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.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

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

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 CITY elects to use plus the base bid. If the CITY elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the

base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

- A. All bidders shall comply with Idaho Code Section 67-2310. **Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void.** Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.
- B. The name, address, Idaho Public Works License Number and bid amount for each subcontractor to be utilized on the project must appear on the bid. Every subcontractor intending to perform plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address, and Idaho Public Works License Number which allows it to perform such work, and bid amount for each of the following areas: plumbing work, heating and air conditioning work, electrical work. If a subcontractor intends to perform work in more than one of these specialties, such a subcontractor must list its name, address, Idaho Public Works License Number, and bid amount more than once (i.e., for each of the following subject areas: plumbing work, heating and air conditioning work, electrical work). It is helpful, but not mandatory, that each subcontractor includes its specialty construction category numbers, if any, with its submission of its Idaho Public Works License Number.
- C. Every contractor intending to perform its own plumbing work, and/or heating and air conditioning work, and/or electrical work, must include its name, address, and Idaho Public Works License Number which allow it to perform such work for each of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does not need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.
- D. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in its 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 its surety shall indemnify and hold 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 itself, its employees, or its 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 their 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, located in 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 their 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 or designee.
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 City Council of the City of Moscow, Idaho.
Engineer	The City Engineer or the designated 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 its 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 Engineer 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 Contractor has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve Contractor from their 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

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 when applicable 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 its proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing its proposal.

GC-6. NON-DISCRIMINATION

- A. The Contractor will not discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

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

GC-8. CONTRACTS

- A. Contract Form

A copy of the construction agreement form is included in these documents.

- B. Execution of Agreement

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 it is as fully responsible to CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it, 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 to or resulting from the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction agreement, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to its work, including the following provisions of this section. 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 terms:
 - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward every subcontractor all the obligations and responsibilities that it, 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 its 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 its total payments shall be as large in proportion to the value of the work

done by subcontractor as the total amount certified to the Contractor is to the value of the work done by it.

- (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 its 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 its 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 workers 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 its surety of such delay, neglect, or default. If the Contractor or its 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:

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 it, or if the CITY 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:

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 it 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 its 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 it deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed.

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 and Engineer will provide a copy to CITY and Contractor

- B. If during the progress of the work, the Contractor believes it 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. 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 stored on the jobsite with accurate, clearly detailed invoices from the material supplier. 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, condemned, 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 (0.5%) 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, its 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 of the Contractor's request for adjustment, 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 through a change order. 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 its option, cease operations until payments are resumed by notifying CITY of its intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work set out 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 its 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 of the written request for adjustment, 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, through a change order. 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 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 it has obtained all insurance required under this section or it has satisfied CITY in this respect; nor shall it 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. The Contractor 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, in the statutory limits for as required by law of Contractor, 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 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.
- 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

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 correction and removal of defective work and the following tests and inspections:
 - 1. 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.
 - 2. 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.

3. 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.
4. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for CITY'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.
5. 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.
6. 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

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 bid 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 the Attorney's discretion, require each and every member of the co-partnership to sign the Agreement.

GC-22. ORDERS TO BEGIN WORK

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, it 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 it 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

The work set forth 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. The Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with all applicable laws and/or regulations and as required by this Agreement.

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, pursuant to Moscow City Code Title 5, Chapter 8 §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 their 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

The Contractor shall be responsible for the safety of its work, equipment, and materials until the finished project is accepted by CITY.

GC-27. GUARDS AND BARRICADES

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 its acts or negligence, or the acts or negligence of its 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

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 over the traffic control devices 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 CITY 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 Contractor 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 its 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 its employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to them 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 its best skill and attention. Contractor 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 it may discover, but it 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 its 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:

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, Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. CITY shall give notice of observed defects with reasonable promptness.

C. Deductions for Uncorrected Work:

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

GC-33. SUBSTITUTES CLAUSE

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

solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.

- D. No extra compensation will be allowed to 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

The Contractor shall, within ten (10) days after receipt of the 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 its 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

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

The Contractor shall at all times during the work keep the premises clean and orderly. Contractor 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 it has paid all state and local taxes which have become due and payable and that it 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

In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and hold 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 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 act or

omission, neglect, or misconduct of the Contractor or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

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. 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

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

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, it 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 its representative. The Engineer, or Engineer's 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 its 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 Engineer's 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 Engineer's 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 Engineer's representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

Dispose of the excavated material per Specification ES-4.

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

8.3 Payment

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

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

ES-9. WATERING

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

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

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

ES-10. WEIGHING

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

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

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

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

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

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

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

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

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

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

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

12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, Engineer 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; Contractor shall remedy any defects due thereto. The City shall give notice of observed defects with reasonable promptness.

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

ES-13. CONCRETE CURB

13.1 General

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

13.2 Forms

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

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

13.3 Joints

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

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

13.4 Construction Requirements

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

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

13.5 Finishing

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

13.6 Curing

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

13.7 Backfilling

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

13.8 Payment

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

ES-14. CONCRETE SIDEWALK

14.1 General

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

14.2 Gravel Base

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

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

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

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

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

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

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

14.3 Construction requirements

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

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

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

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

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

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

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

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

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

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

14.4 Payment

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

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

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

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

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

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

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

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 Engineer's 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 its 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 Engineer's 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
3/4 and 1
3/8 and 1/2

5 ± 1
 6 ± 1
 $7-1/2 \pm 1$

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

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

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

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

Other Admixtures: Calcium chloride or any other admixture for any purpose other than air-entrainment may be added only upon the approval of the Engineer and under their 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 Engineer's 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 Engineer's 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 Engineer's representative, whenever possible. Manhole lids and catch basin and monument covers and valve box lids shall, preferably, be set to grade following the final application of asphaltic concrete. During paving operations, tops of manholes, monuments, catch basins and valve box lids shall be covered with building paper, diesel oil, or other suitable material to prevent sticking of asphalt to the metal lids.

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

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

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

ES-18. MANHOLES AND CATCH BASINS

18.1 General

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

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

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

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

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

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

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

18.3 Rings and Lids

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

18.4 Sanitary Sewer Manholes

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

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

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

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

- C. Water tightness

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

2. Hydrostatic Testing.

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

18.5 Storm Sewer Manholes

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

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

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

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

18.6 Catch Basins and Catch Inlets

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

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

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

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

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

18.7 Risers

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

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

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

19.2 Type of Backfill

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

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

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

19.3 Excavation and Backfill for Fire Hydrants

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

19.4 Trench Excavation

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

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

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

19.5 Materials

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

19.6 Workmanship

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

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

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

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

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

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

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

- G. Grade. Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the

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

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

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

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

Trench backfill shall comply with the City's Standard Construction Drawings and as follows:

- 1. Class A Backfill

- Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers,

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

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

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

2. Class B Backfill

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

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

3. Class C Backfill

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

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

4. Class D Backfill

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

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

5. Class E Backfill

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

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

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

6. Class F Backfill

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

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

7. Subsurface Drain Backfill

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

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

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

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

* All percentages are by weight.

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

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

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

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

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

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

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

19.7 Payment

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

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

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

Pipe zone backfill is specified under Section ES-20.

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

ES-20. PIPE

20.1 Storm Sewer Pipe

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

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

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

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

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

20.2 Sanitary Sewer Pipe

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

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

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

20.3 Perforated Subsurface Drain Pipe

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

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

The pipe shall be wrapped with a filtering sock.

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

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

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

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

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

Perforated Corrugated Plastic Pipe
Perforated Solid Wall Plastic Pipe

1.Perforated Corrugated Plastic Pipe

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

2. Perforated Solid Wall Plastic Pipe

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

20.4 Water Pipe & Ductile Iron Fittings

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

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

20.5 Pipe Laying

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

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

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

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

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

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

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

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

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

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

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

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

*MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)

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

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

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

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

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

2. Thrust Blocking

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

3. Metal Tie Rods

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

20.6 Pipe Testing and T. V. Inspection

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

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

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

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

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

1. Exfiltration Test (Using Air)

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

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

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

$$T = 0.0109 D^2 L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

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

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

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

2. T.V. Inspection

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

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

B. Water Pipe

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

20.7 Plugging Existing Pipe

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

20.8 Basis of Payment

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

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

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

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

ES-21. GATE VALVES AND VALVE BOXES

21.1 Scope

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

21.2 Materials

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

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

21.3 Workmanship

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

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

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

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

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

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

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

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

ES-22. FIRE HYDRANTS

22.1 Scope

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

22.2 Materials

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

22.3 Workmanship

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

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

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

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

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

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

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

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

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

22.4 Payment

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

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

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

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

23.2 Workmanship

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

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

23.3 Basis of Payment

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

ES-24. STREET / ALLEY CUT REPAIR

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

ES-25. EROSION AND SEDIMENT CONTROL

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

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

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

ES-26. STORMWATER RUNOFF CONTROL

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

ES-27. IMPORTED TOPSOIL

27.1 General

Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job at its 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 Engineer's 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 Engineer's representative, to arrange to be present as required. Failure to notify the Engineer, or Engineer's 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 removal of eleven hundred linear feet of sanitary sewer main, and the installation of Eleven hundred (1100) 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 five (5) 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 five (5) 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. MOBILIZATIONL.S.

SP-2. REMOVALS AND DISPOSALS

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

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

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

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

All areas, on the street side of the curb, where asphalt surfacing has been removed shall be temporarily cold mix patched (min. 2.5" thick) or backfilled with crushed rock base flush with the existing asphalt surface the same day as excavation and backfill occurs. The temporary patch or backfill must then later be removed and replaced to match existing depth or with six (6) inch thick hot mix patch, whichever is lesser. The hot mix patch shall be installed a minimum of three (3)

days to a maximum of seven (7) days after pouring the concrete curb/sidewalk. Temporary patching or backfill shall be maintained to provide a smooth driving surface and protected by means of traffic cones until the time of replacement with the permanent hot mix asphalt patching. Temporary cold patching behind sidewalk is not required. All costs associated with the temporary patching or crushed rock base backfill shall be included in the removal items.

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

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

A. REMOVE / DISPOSE OF BITUMINOUS SURFACE

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

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

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

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

B. REMOVE / DISPOSE CONCRETE SIDEWALK

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

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

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

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

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

SP-2. C. REMOVE / DISPOSE 6" SEWER PIPE L.F.

SP-2. D. REMOVE / DISPOSE SANITARY SEWER MANHOLE E.A.

SP-3. 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-3. SANITARY SEWER MANHOLE (4' DIAMETER) EA.

SP-4. 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-4. 8" PVC SANITARY SEWER PIPE (CLASS D BACKFILL)..... L.F.

SP-5. BYPASS PUMPING OPERATION

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 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-5. BYPASS PUMPING OPERATION.....L.S.

SP-6. 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-6. RECONNECT EXISTING SEWER SERVICE EA.

SP-7. LATERAL SCOPING / VERIFICATION

This work shall consist of, but not limited to, the procurement and operation of a sanitary sewer inspection push camera for the purpose of verification of active/abandoned sanitary sewer laterals. The contractor shall have equipment on-site operational while crews are installing sanitary sewer mains. Contractor shall coordinate with Engineer to determine active/abandoned sewer service pipes.

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 LATERAL SCOPING / VERIFICATION shall be paid per lump sum. Payment shall be as shown on the Contractor’s Proposal and shall include labor, equipment, and incidentals necessary to perform the work for:

SP-7. LATERAL SCOPING / VERIFICATION..... EA.

SP-8. 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.

Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new compacted base rock beneath the sidewalk is considered incidental to the

removal items. The rock shall be compacted to 95% of standard density as determined by AASHTO T-99.

Backfill of lawn areas adjacent to new sidewalks shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil backfill and labor shall be considered incidental to.

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

Measurement and Payment:

Measurement for CONCRETE SIDEWALK shall be paid per square yard. Payment shall be as shown on the Contractor's Proposal and shall include base rock, excavation, topsoil, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-8. CONCRETE SIDEWALK..... S.Y.

SP-9. HOT MIX ASPHALT PATCHING

This work shall consist of paving back removed bituminous surfaces with hot mix asphalt pavement as shown in the Contract Plans and in accordance with ES-15 and these Specifications. This work shall take place after the aggregate base grade and compaction adjacent to curb are approved by the Engineer. This item shall consist of minimum two lifts of two (2) inch Superpave HMA pavement surface course as specified in ES-15. Each lift shall not exceed three (4) inches of compacted depth.

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-9. HOT MIX ASPHALT PATCHING..... TON

SP-10. 1-1/4" (-) CRUSHED ROCK BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base. Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in eight (8) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99. Installation shall be in accordance with the Project Plans, Engineering Specifications ES-7, and the Standard Drawings.

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

Measurement and Payment:

1-1/4" (-) CRUSHED ROCK BASE shall be paid per ton as measured by field measurements. Payment shall be as shown on the Contractor's Proposal and shall include, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-10. 1-1/4" (-) CRUSHED ROCK BASETON

SP-11 3/4" (-) CRUSHED AGGREGATE BASE

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

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in eight (8) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

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

Measurement and Payment:

Measurement and payment for 3/4" (-) CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the project plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The unit price, per ton, shall include all materials, labor, equipment and incidentals necessary to furnishing, placing and compacting:

SP-11. 3/4" (-) CRUSHED ROCK BASETON

SP-12. INLET PROTECTION

This work consists of, but not limited to, installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-25, ES-26, City of Moscow Standard Construction Drawings, and these Specifications.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Measurement and Payment:

INLET PROTECTION will be measured per each for each device furnished and installed on the project. No separate payment will be made in the event that inlet protections are transferred from existing inlets to new inlets. Payment shall include all materials, labor, equipment and incidentals necessary to perform the described work including installation, removal, maintenance, and disposal at an approved disposal site for:

SP-12. INLET PROTECTION EA.

SP-13. SUBGRADE SEPARATION GEOTEXTILE

This work shall consist of furnishing and installing geotextile in accordance ES-6, these specifications, and in reasonable conformity to the details shown on the plans or as directed by the Engineer.

During periods of shipment and storage, the geotextile shall be placed in a dry place off the ground and protected from damage and shall be maintained in an opaque, heavy-duty protective covering.

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

The area to be covered shall be graded to a smooth uniform condition free of obstacles, depressions, and debris. The geotextile shall be spread immediately ahead of the covering operation. The geotextile shall not be dragged on the ground or mishandled in any way. The geotextile shall be placed loosely and without wrinkles so that placement of the overlying material will not tear the geotextile. The geotextile shall be lapped or sewn, as specified, at the ends and sides of adjoining sheets. The cover material shall be placed on the geotextile in such a manner that a minimum of six (6) inches of material will be between the vehicle of equipment tires or tracks and the geotextile at all times.

Where geotextiles will be placed over soft ground, construction vehicles shall be limited in size and weight such that rutting in the initial lift above the geotextile is not greater than three inches deep, to prevent overstressing the geotextile. Turning of vehicles on the first lift above the geotextile will not be permitted. End-dumping the cover material directly on the geotextile will not be permitted. Compaction of the first lift above the geotextile over soft ground shall be limited to routing of placing and spreading equipment only. No sheep foot type equipment will be allowed on the first lift. Subsequent lifts will be closely observed during compaction. If any foundation failures occur during compaction operations, lightweight compaction equipment shall be used. Pegs, pins or the manufacturer’s recommended method shall be used as needed to hold the geotextile in place until the specified cover material is placed. Under no circumstances shall cover material be dropped on unprotected geotextile from a height greater than three feet above the surface of the geotextile.

The geotextile shall be covered with the specified cover material as soon as possible. Geotextiles which have not been ultraviolet stabilized shall not remain uncovered for longer than seven days. Ultraviolet stabilized material shall not remain exposed for longer than thirty (30) days.

Should the geotextile be torn or punctured or the overlaps or joints disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or roadbed distortion, the backfill around the damaged or displaced area shall be removed and the damaged geotextile repaired or replaced by the Contractor at no cost to the Owner. The repair shall consist of a patch of the same type geotextile placed over the ruptured area. The patch shall overlap the existing fabric a minimum of eighteen (18) inches from the edge of the rupture.

Measurement and Payment:

SUBGRADE SEPERATION GEOTEXTILE will be measured to the nearest square yard of surface area actually covered. No separate measurement will be made for construction of laps, seams, joints or patches, unless the Engineer orders more than the specified lap, in which case the added lap width will be measured. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-13. SUBGRADE SEPARATION GEOTEXTILE S.Y.

SP-14. 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-14. TRAFFIC CONTROL.....L.S.

SP-15. FORCE ACCOUNT

Perform work on a force account basis, if required by the contract or as directed. Record force account work on City-provided forms and submit at the end of each work day to allow immediate field verification. The Engineer will revise, as appropriate, the daily force account records and provide duplicate report sheets to the Contractor for signature. Duplicate report sheets, signed by the Engineer and the Contractor, are the true record of force account work.

Satisfactory Evidence/Documentation.

The Engineer will not approve force account work payment before the Contractor submits an itemized cost statement for that work. The Engineer will review the itemized statement and approve payment for the cost the Engineer deems reasonable based on experience and prevailing market rates. The Engineer may request the Contractor to submit additional evidence to support the cost. Submit the following information in itemized statements for force account work:

1. For labor: name, classification, dates worked, daily hours, total hours, labor rate, and extended amount for each laborer and foreman.
2. For equipment: designation, dates used, daily hours, total hours of actual operation and standby, rental rate, and extended amount for each equipment unit. Include the manufacturer's name or trademark, model number, and manufacture year with the designation.
3. For material: quantities, cost, and extensions, including source recover fees, royalties, and use tax.
4. Transportation cost for material, free on board (FOB), to the project site.
5. Documentation showing payment for invoiced items, including work, material, and transportation.

If providing material from the Contractor's stock for force account work, submit a signed verification of the following:

1. Material was provided from the Contractor's stock.
2. Material quantity was used for the force account work.
3. Material and transportation costs represent the Contractor's actual cost, excluding overhead.

Measurement and Payment:

The City will pay for FORCE ACCOUNT work based on the reviewed and approved Contractor itemized cost statement. This payment is full payment for performing the force account work.

Labor:

The City will pay for laborer and foremen performing approved force account work.

The City will pay the wage rate or scale approved in writing before beginning work.

The City will pay an amount equal to 120 percent of the sum of the direct labor cost. This payment is broken down into field office overhead (5 percent), home office overhead (10 percent), and profit (5 percent) totaling the additional 20 percent above direct labor cost. The City will not pay for costs deemed unreasonable.

Material:

For materials approved and used in the work, the City will pay for material costs, including transportation costs, source recovery fees, royalties, and use or sales tax.

The City will pay the Contractor an additional 15 percent of this sum as pay for field office overhead, home office overhead, and profit.

Equipment.

The City will pay the Contractor for machinery or special equipment (other than small tools) on force account work as specified in this subsection. Obtain written approval of the rental rates established in this subsection before beginning the force account work.

The City will pay the Contractor an additional 10 percent of the hourly operated rate, calculated above, as pay for field office overhead, home office overhead, and profit.

APPENDIX I

PROJECT DRAWINGS

DRAFT

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE
2	SURFACE RESTORATION
3	OVERVIEW
4-8	SANITARY PLAN AND PROFILE
9-14	STD DWG: 22,25,28,33B,35

CITY OF MOSCOW

ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST.

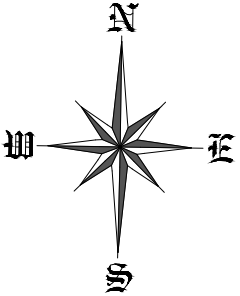
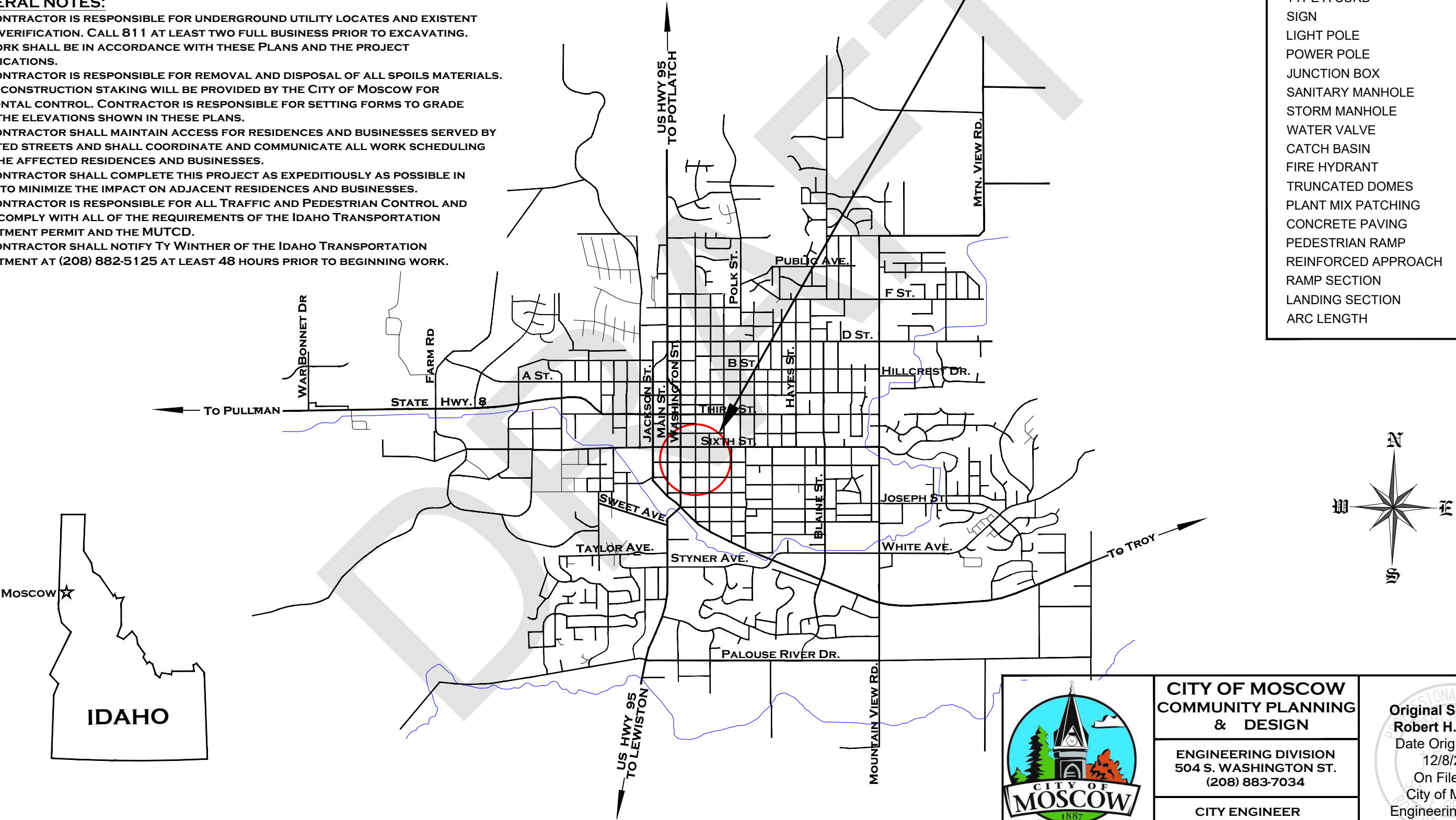
AND EIGHTH ST. SEWER PROJECT

PROJECT NO. 101-022

PROJECT LOCATION

LEGEND	
FIBER OPTIC	FO
COMMUNICATION	FO
GAS	GAS
POWER	P
STORM SEWER	SD
SANITARY SEWER	SAN
WATER	W
CURB & GUTTER	
TYPE A CURB	
SIGN	
LIGHT POLE	
POWER POLE	
JUNCTION BOX	
SANITARY MANHOLE	
STORM MANHOLE	
WATER VALVE	
CATCH BASIN	
FIRE HYDRANT	
TRUNCATED DOMES	
PLANT MIX PATCHING	
CONCRETE PAVING	
PEDESTRIAN RAMP	
REINFORCED APPROACH	
RAMP SECTION	R
LANDING SECTION	L
ARC LENGTH	

- GENERAL NOTES:
1. THE CONTRACTOR IS RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES AND EXISTENT DEPTH VERIFICATION. CALL 811 AT LEAST TWO FULL BUSINESS 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.
 8. THE CONTRACTOR SHALL NOTIFY TY WINTHER OF THE IDAHO TRANSPORTATION DEPARTMENT AT (208) 882-5125 AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.



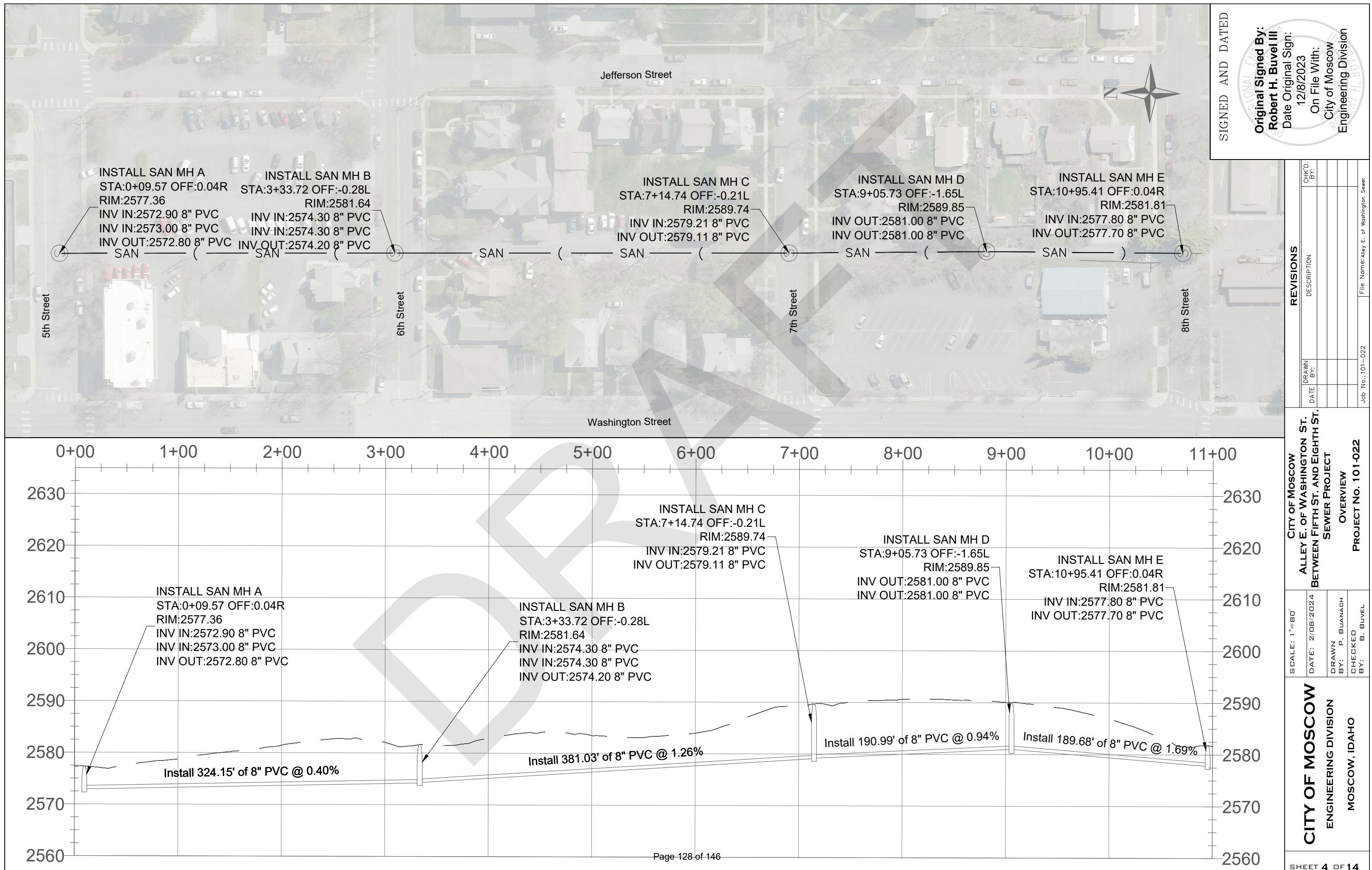
CITY OF MOSCOW
COMMUNITY PLANNING
& DESIGN

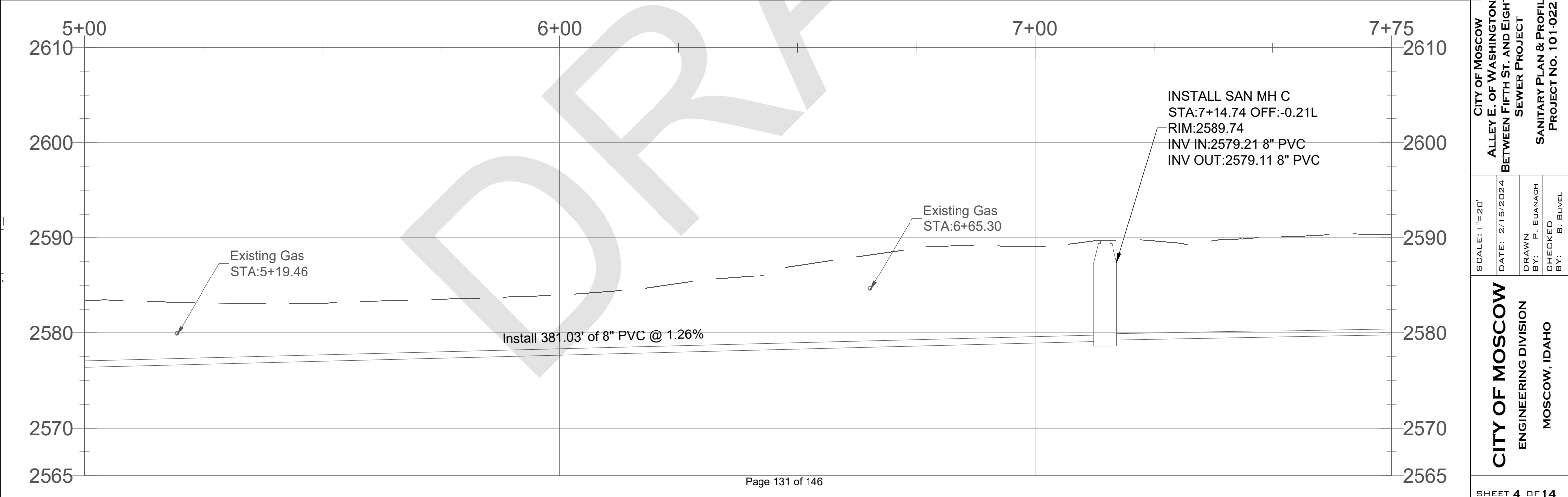
ENGINEERING DIVISION
504 S. WASHINGTON ST.
(208) 883-7034

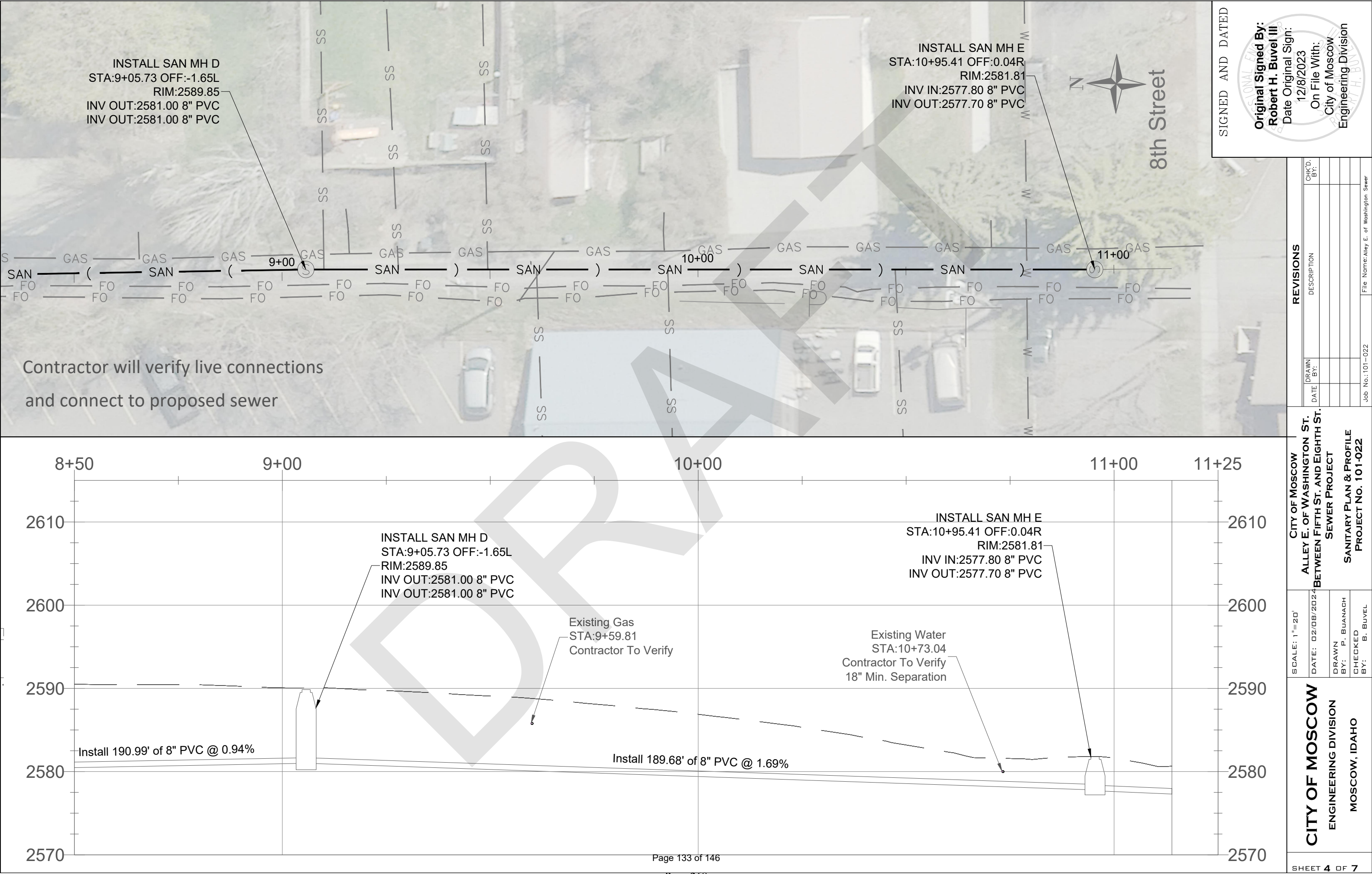
CITY ENGINEER
SCOTT BONTRAGER

Original Signed By:
Robert H. Buvel III
Date Original Sign:
12/8/2023
On File With:
City of Moscow
Engineering Division









INSTALL SAN MH D
STA:9+05.73 OFF:-1.65L
RIM:2589.85
INV OUT:2581.00 8" PVC
INV OUT:2581.00 8" PVC

INSTALL SAN MH E
STA:10+95.41 OFF:0.04R
RIM:2581.81
INV IN:2577.80 8" PVC
INV OUT:2577.70 8" PVC



Contractor will verify live connections
and connect to proposed sewer

INSTALL SAN MH D
STA:9+05.73 OFF:-1.65L
RIM:2589.85
INV OUT:2581.00 8" PVC
INV OUT:2581.00 8" PVC

INSTALL SAN MH E
STA:10+95.41 OFF:0.04R
RIM:2581.81
INV IN:2577.80 8" PVC
INV OUT:2577.70 8" PVC

Existing Gas
STA:9+59.81
Contractor To Verify

Existing Water
STA:10+73.04
Contractor To Verify
18" Min. Separation

Install 190.99' of 8" PVC @ 0.94%

Install 189.68' of 8" PVC @ 1.69%

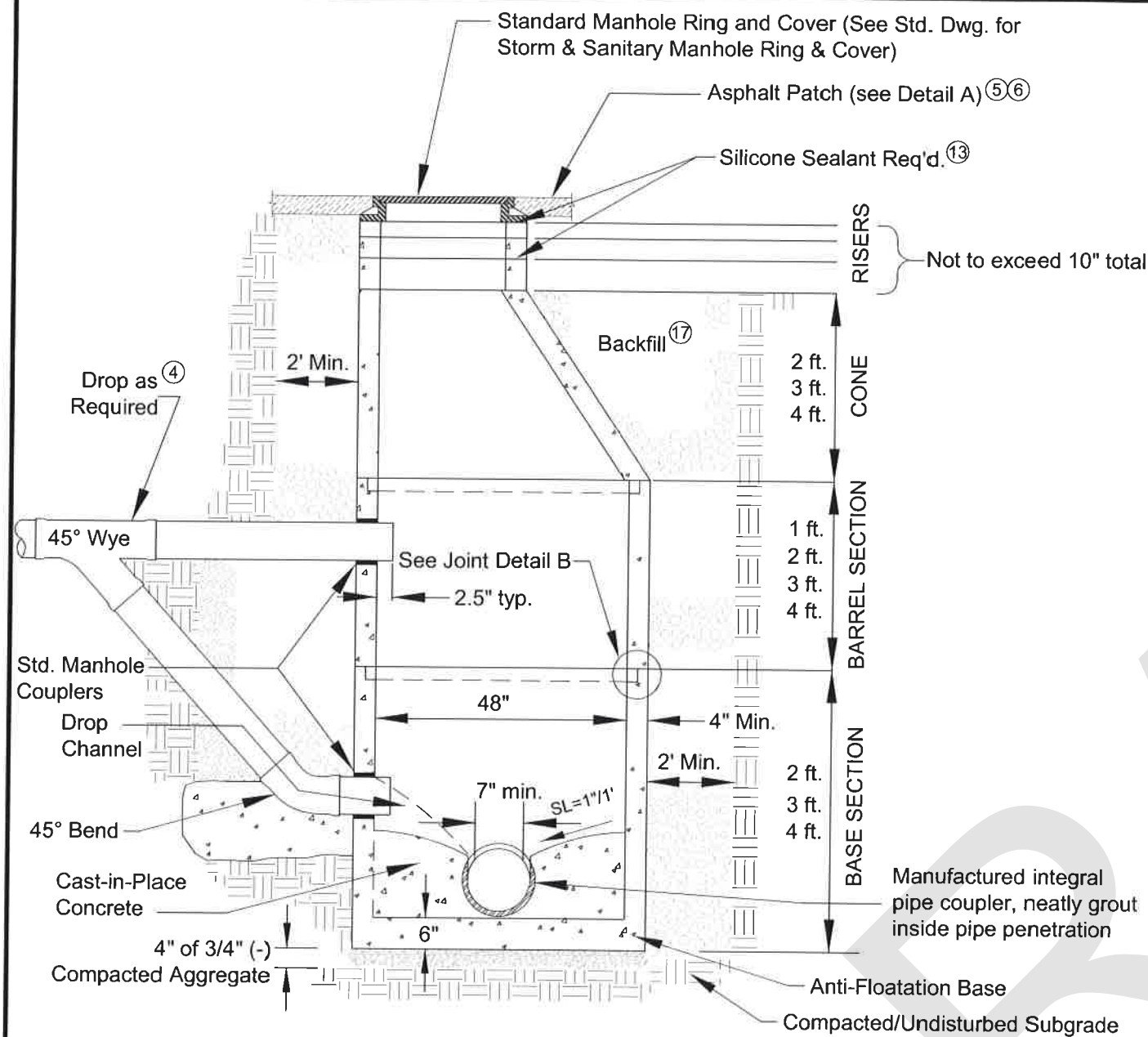
SIGNED AND DATED

Original Signed By:
Robert H. Buvel III

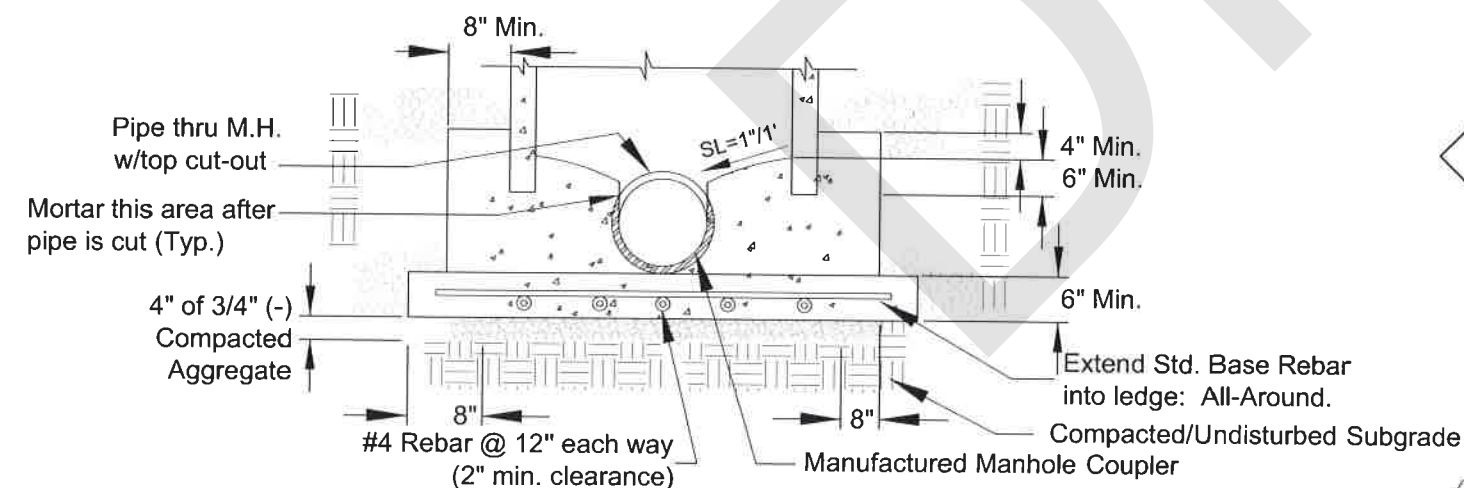
Date Original Sign:
12/8/2023

On File With:
City of Moscow
Engineering Division

REVISIONS		CITY OF MOSCOW	
CHK'D. BY:	DESCRIPTION	ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. SEWER PROJECT	
DRAWN BY:		SANITARY PLAN & PROFILE PROJECT No. 101-022	
DATE		SCALE: 1"=20'	
		DATE: 02/08/2024	
		DRAWN BY: P. BUANADH	
		CHECKED BY: B. BUVEL	
		CITY OF MOSCOW ENGINEERING DIVISION MOSCOW, IDAHO	
		SHEET 4 OF 7	
		Job No.: 101-022 File Name: Alley E. of Washington Sewer	



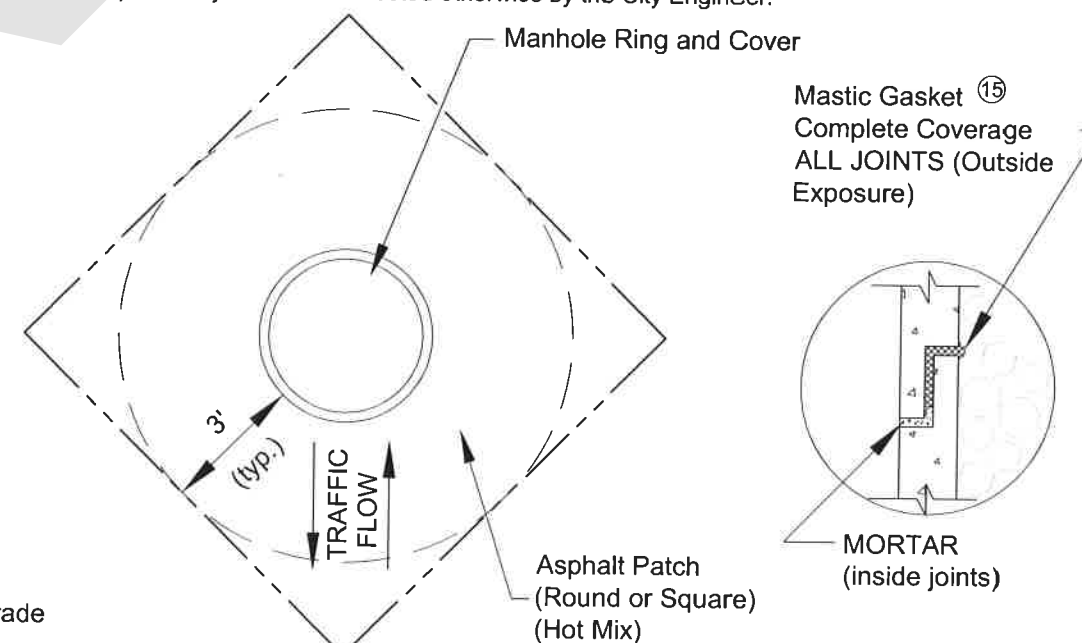
48" STANDARD MANHOLE w/ PRECAST BASE



CAST-IN-PLACE ALTERNATE BASE

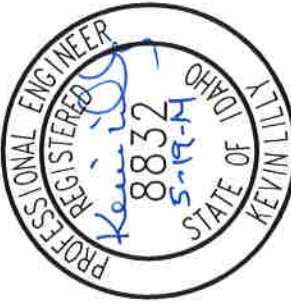
NOTES:

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 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.

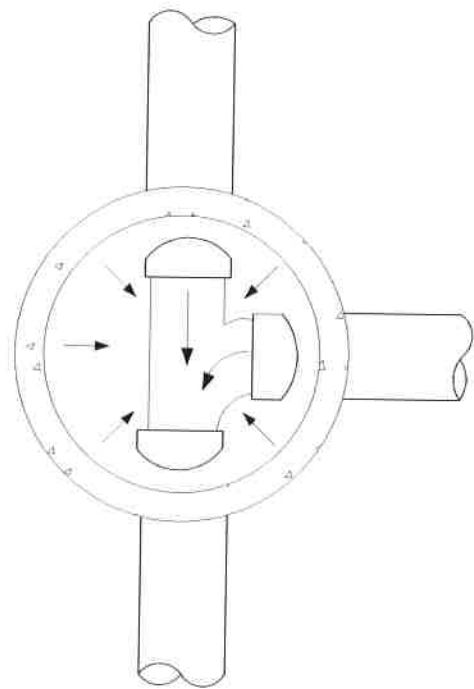


A ASPHALT PATCH DETAIL

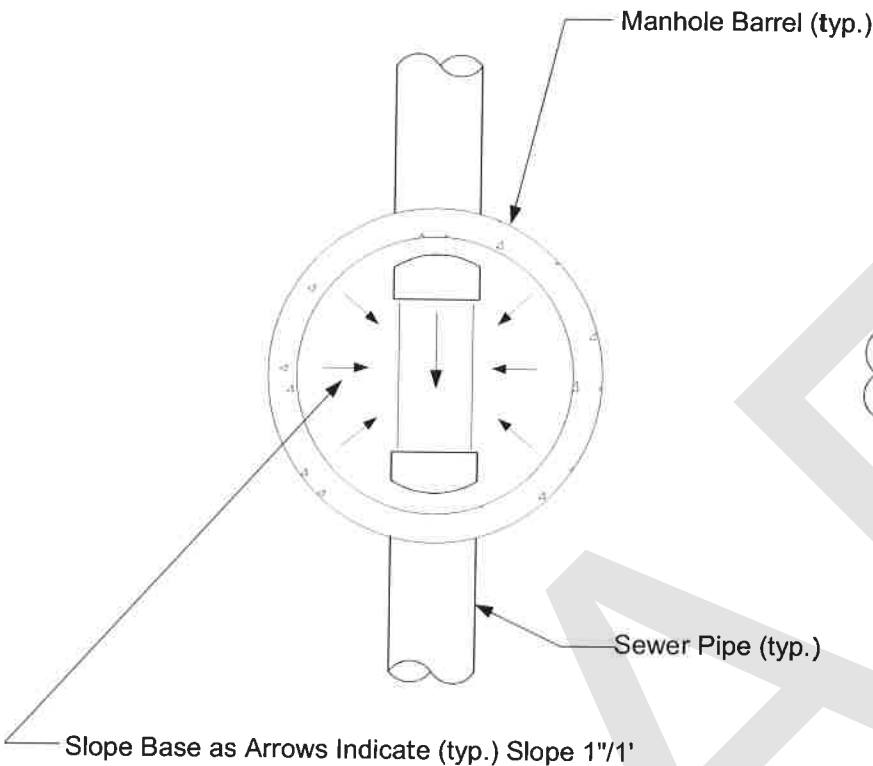
B JOINT DETAIL

SANITARY SEWER MANHOLE CITY OF MOSCOW ENGINEERING DEPARTMENT		DRAFTED BY: CEE/KWK CHECKED BY: K.Lilly DRAWING SCALE: NTS DATE: 3-4-2014	SIGNED AND DATED 		REVISIONS	
					DATE	DESCRIPTION
DRAWING NUMBER: 22						

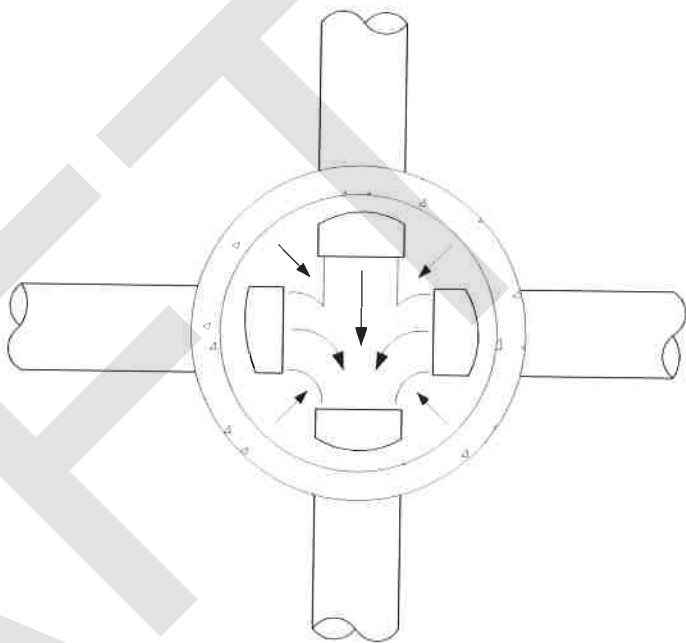
Note:
All channels to be 'U' shaped (See Channel X-Section)



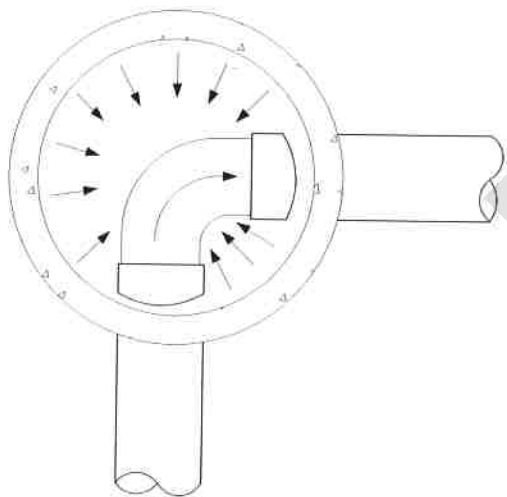
TYPE A



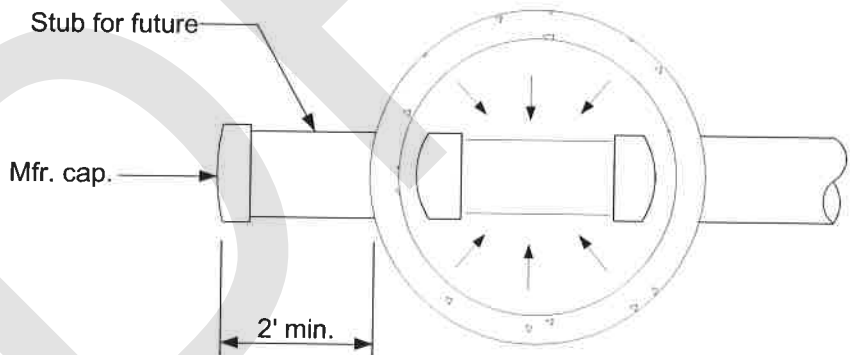
TYPE B



TYPE C

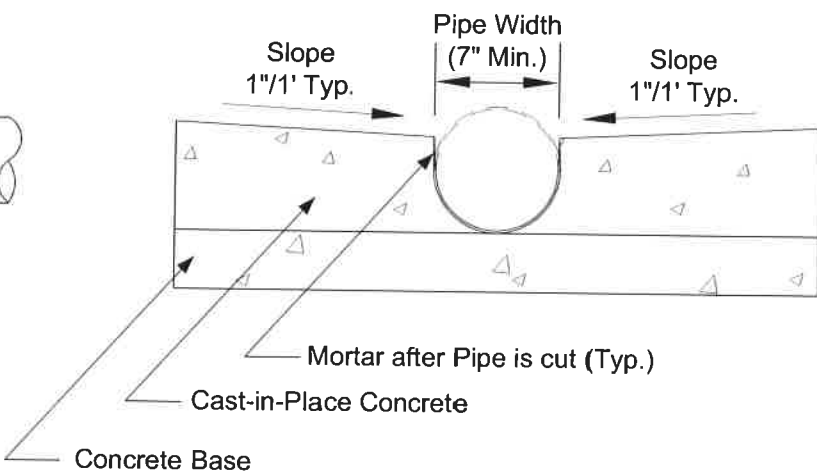


TYPE D



TYPE E

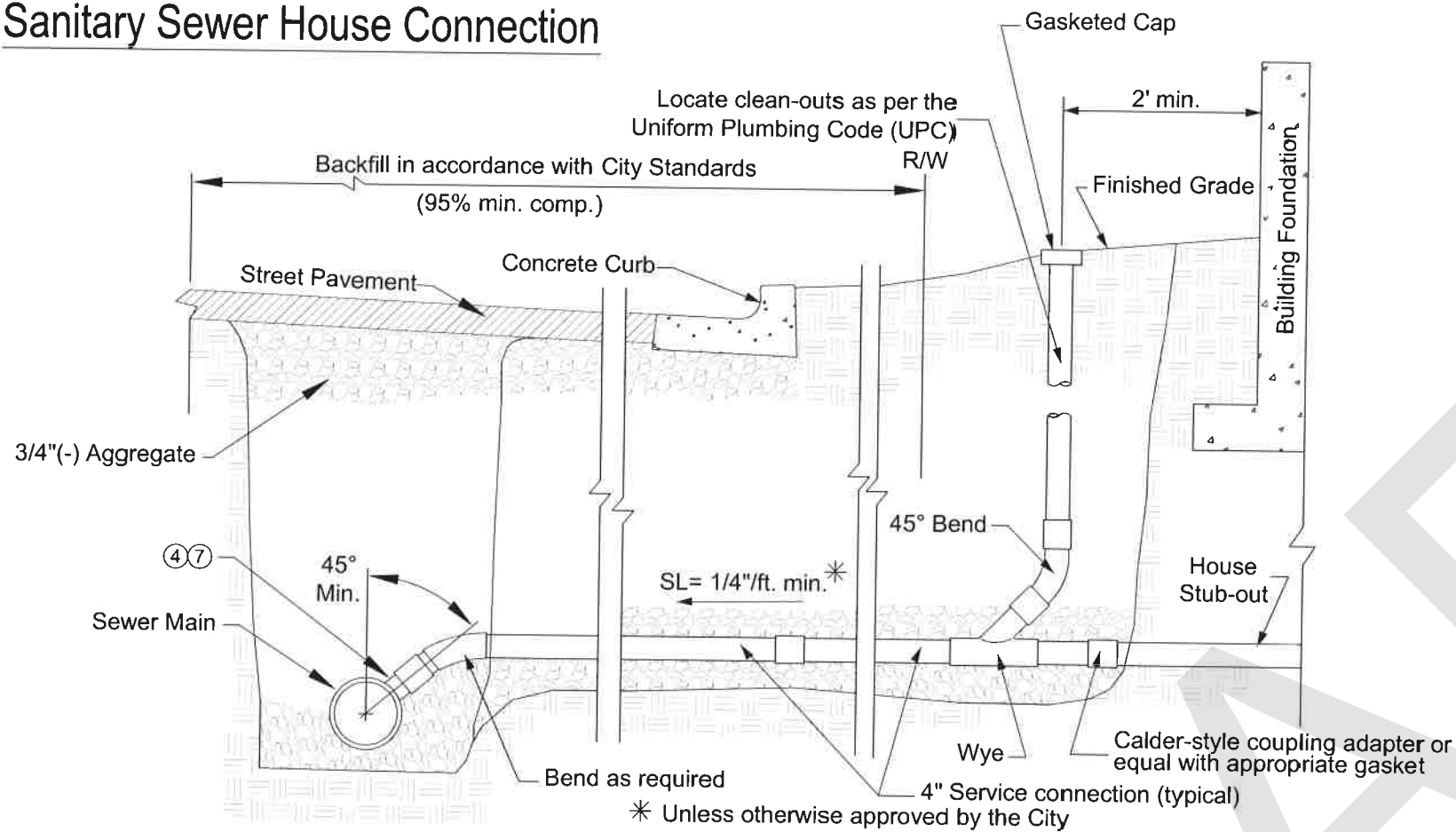
For Dead End Line



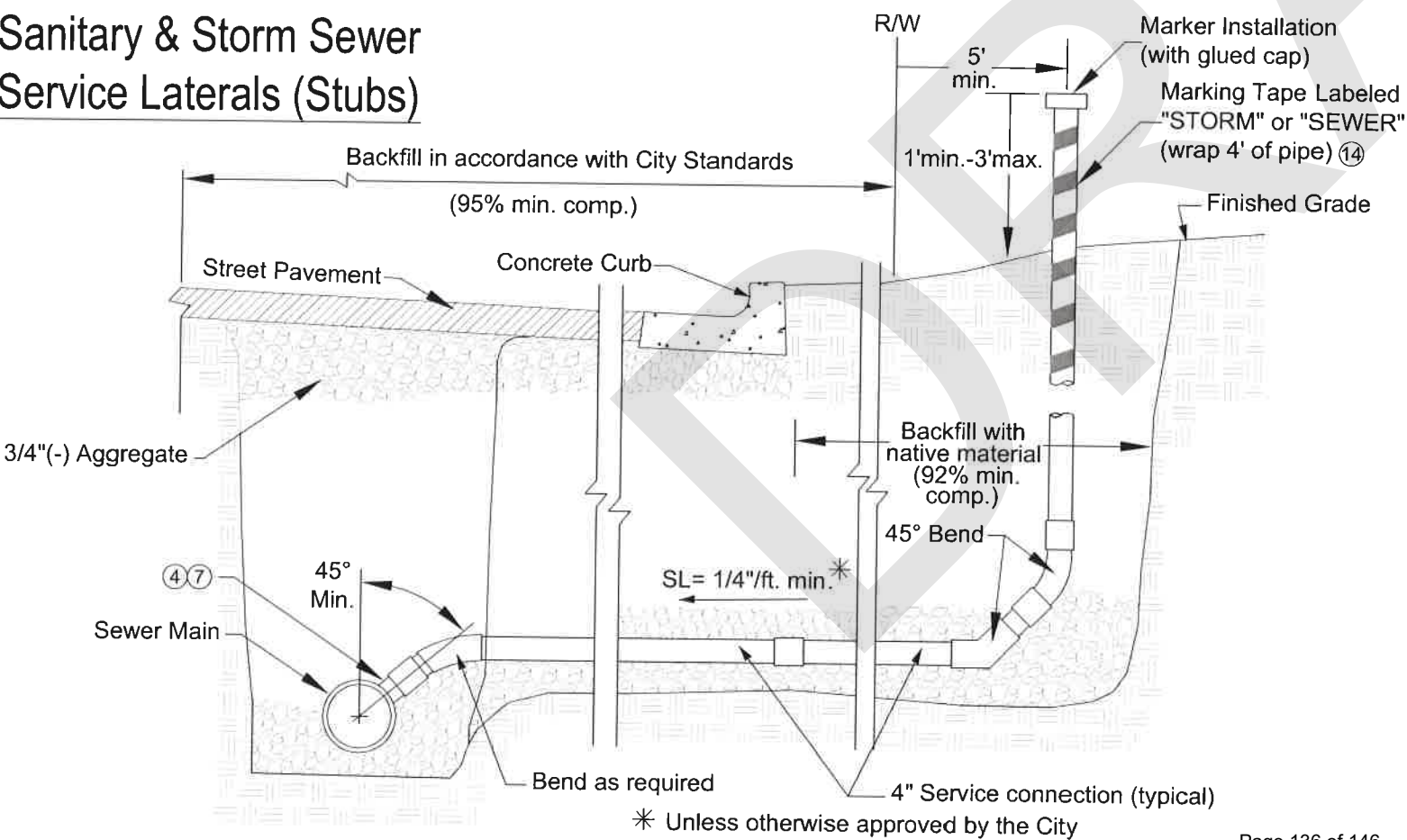
CHANNEL X-SECTION

MANHOLE BASE DETAILS CITY OF MOSCOW ENGINEERING DEPARTMENT		DRAFTED BY: CEE/KWK CHECKED BY: K.Lilly DRAWING SCALE: NTS DATE: 3-4-2014	SIGNED AND DATED		REVISIONS	
			DATE	DESCRIPTION		
DRAWING NUMBER: 25		PROFESSIONAL ENGINEER REGISTERED 8832 5-19-14 STATE OF IDAHO KEVIN LILLY				

Sanitary Sewer House Connection

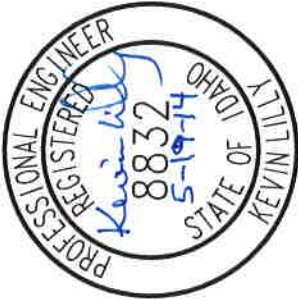


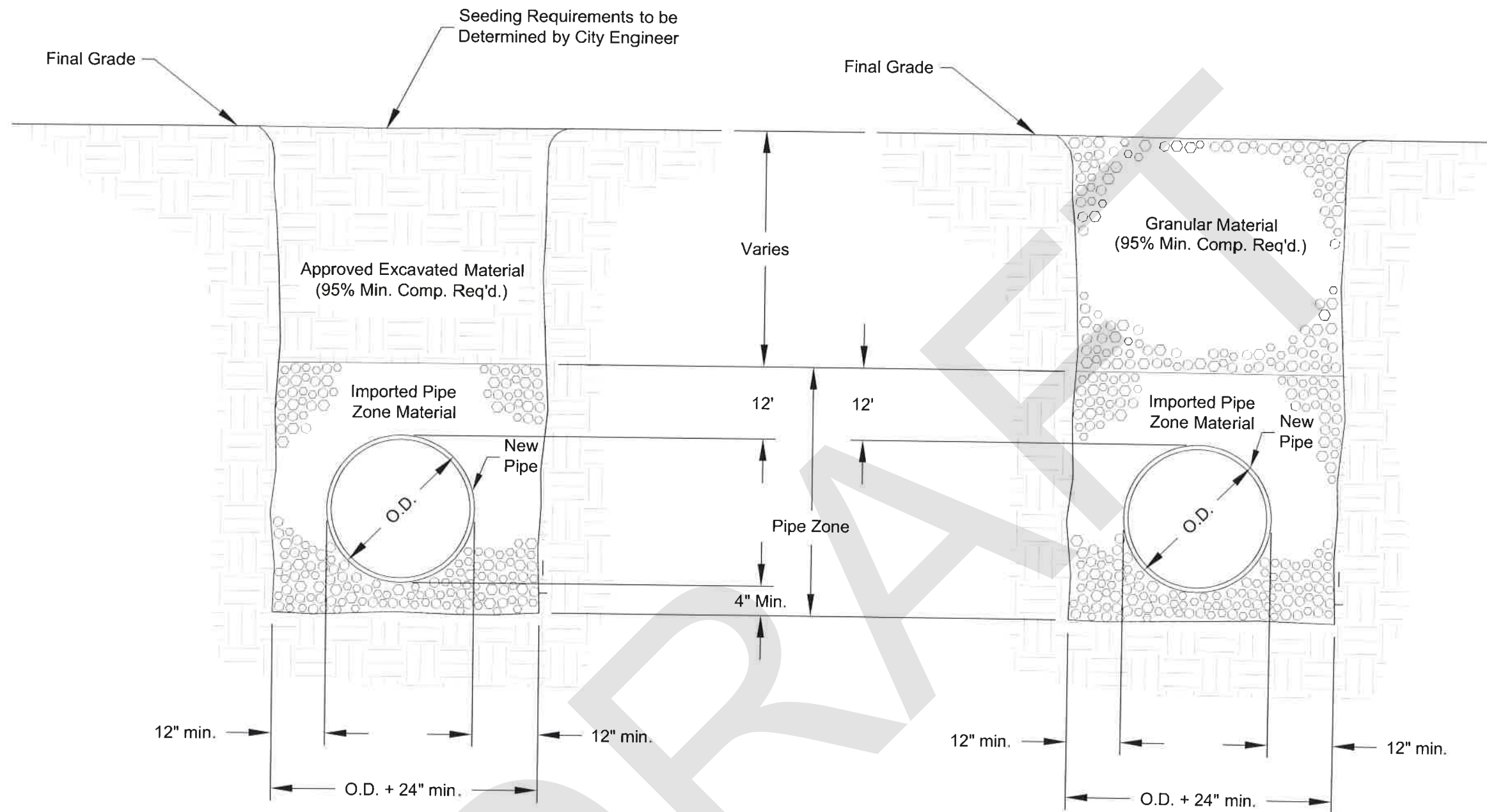
Sanitary & Storm Sewer Service Laterals (Stubs)



NOTES:

- Pipe materials shall be as follows:
 - Within public right-of-way: SDR 35 PVC, (ASTM D-3034), with integral gasketed bell and spigot joints.
 - From right-of way to within two feet (2') of the house: SDR 35 PVC, (ASTM D-3034), with integral gasketed bell and spigot joints or Schedule 40 ABS plastic pipe with glued fittings.If the water service line and sanitary or storm drain service lines from the right-of-way to the house are installed in the same trench, the piping material shall be Schedule 40 ABS with glued fittings unless all three of the following requirements are met:
 - The bottom of the water pipe, at all joints, shall be at least twelve inches (12") above the top of the sanitary or storm drain service line.
 - The water pipe shall be placed on a solid shelf, excavated at one side of the common trench, with a minimum clear horizontal distance of at least twelve inches (12") from the sanitary or storm drain service line.
 - Where the sanitary or storm drain line crosses the water service line, the top of the sanitary or the storm drain line is a minimum of twelve inches (12") below the water service line.
- Trench bottom to be prepared, as required, for a firm bed.
- Existing sewer mains shall be tapped by the City, at the Owner's expense.
- Sewer service laterals shall be connected to the new mains with manufactured wyes. Connection to existing mains require ROMAC 'CB' saddles, or equivalent.
- Owner to obtain the necessary permits from the Moscow Community Development Department and Public Works Department.
- This work shall comply with the Uniform Plumbing Code (UPC).
- Sewer services shall connect to the sanitary sewer main at a point above the centerline of the pipe.
- Construction to be inspected by the City.
- Sanitary service laterals (stubs) shall be air tested with the sanitary sewer main.
- All backfill under sidewalks shall be crushed aggregate. (95% minimum compaction)
- The service lateral (from main to house) shall be bedded in sand or 3/4"(-) crushed aggregate; from two inches (2") under the pipe to two inches (2") over the pipe.
- SANITARY service laterals shall be green pipe from the main to the house, including stub outs and markers.
- STORM service laterals shall be white pipe from the main to the house, including stub outs and markers.
- Marking tape shall be three inch (3") wide commercially manufactured, and labeled "STORM DRAIN" for storm sewer and "SEWER" for sanitary sewer use.
- Storm drain and sanitary sewer services (private) located within public street right-of-way or public utility easements shall have a 2.5' minimum burial depth unless specifically allowed otherwise by the City Engineer.

REVISIONS		SIGNED AND DATED	



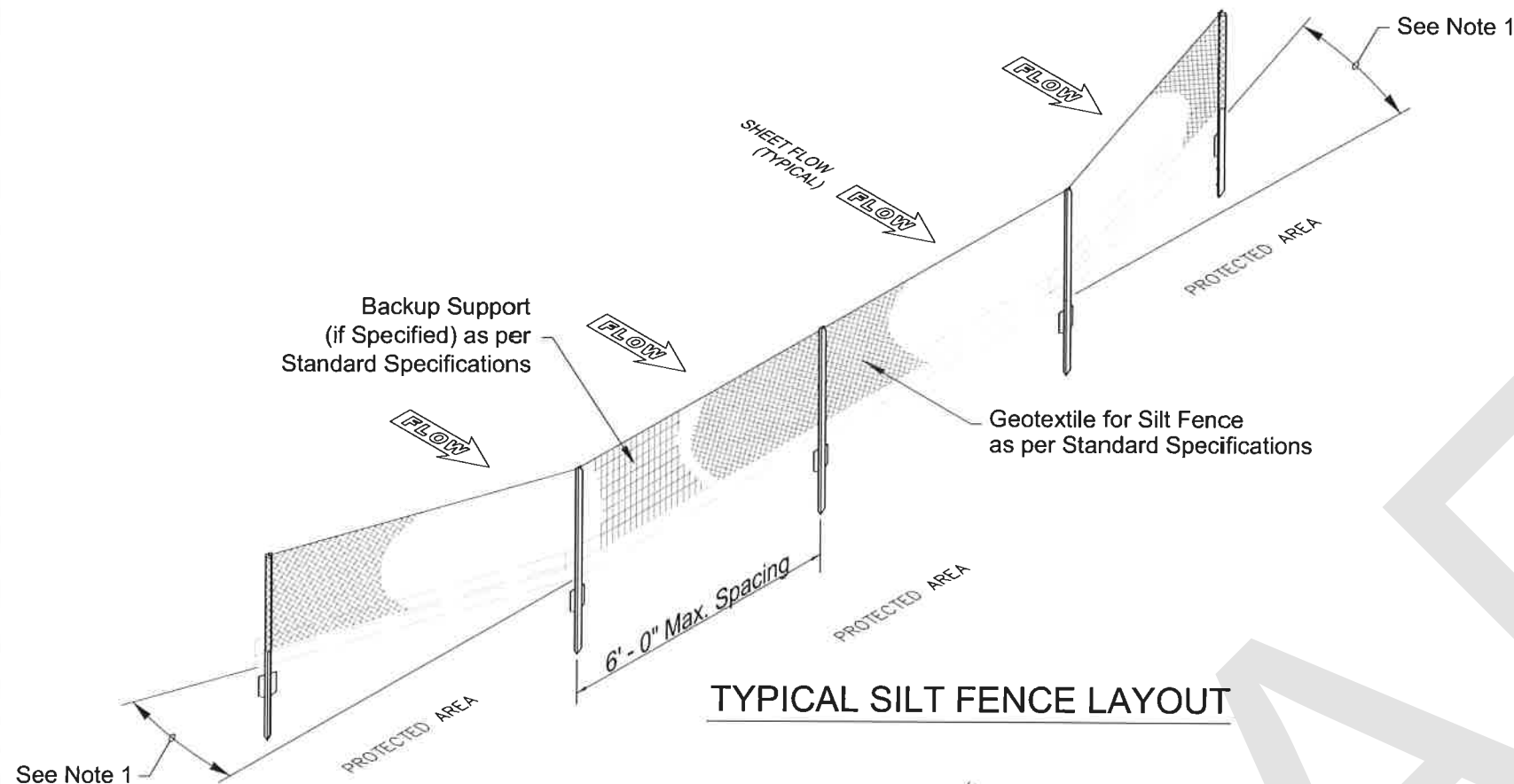
**BACKFILL CLASS C
TYPICAL SECTION**

**BACKFILL CLASS D
TYPICAL SECTION**

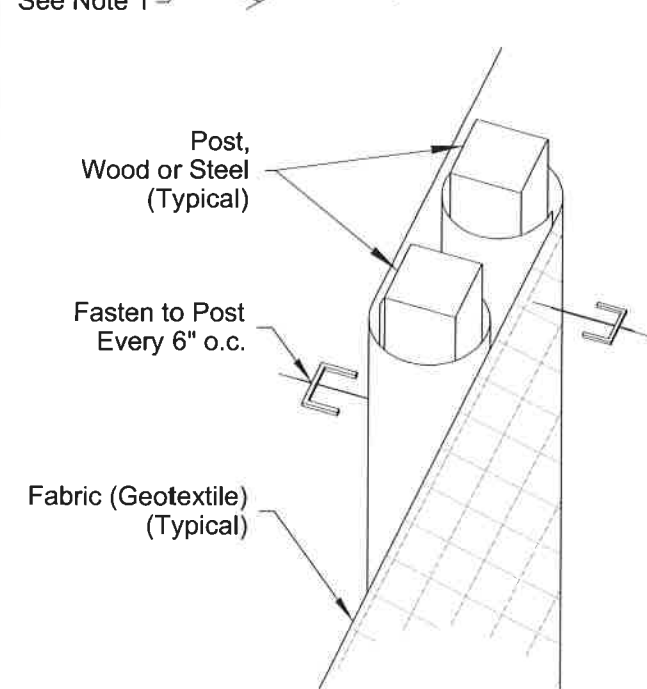
NOTES:

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.

REVISIONS		SIGNED AND DATED	DRAFTED BY: K. Kipp/C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: NTS	DATE: 3-5-2014
DATE	DESCRIPTION					
			BACKFILL CLASS C & D CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER:		33b				

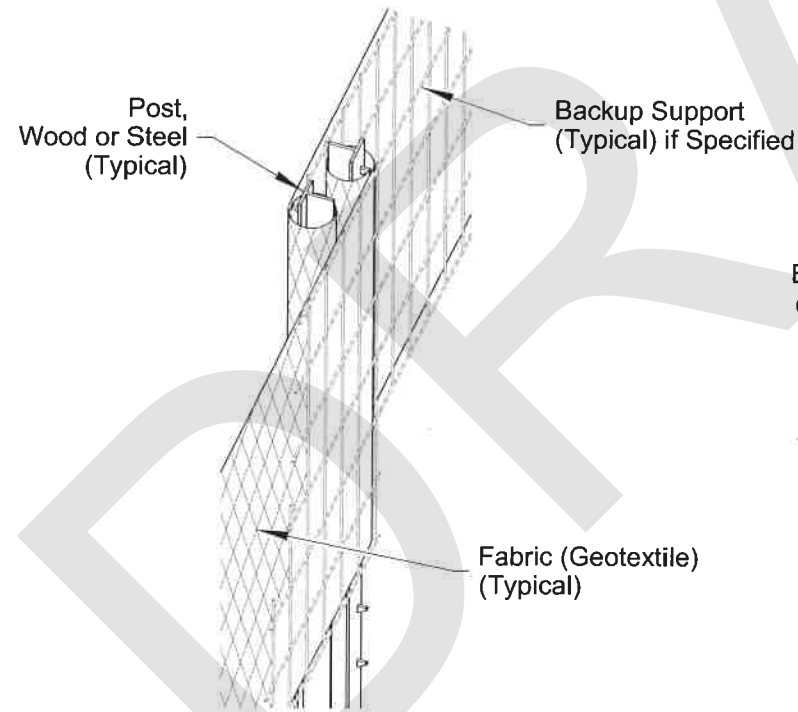


TYPICAL SILT FENCE LAYOUT



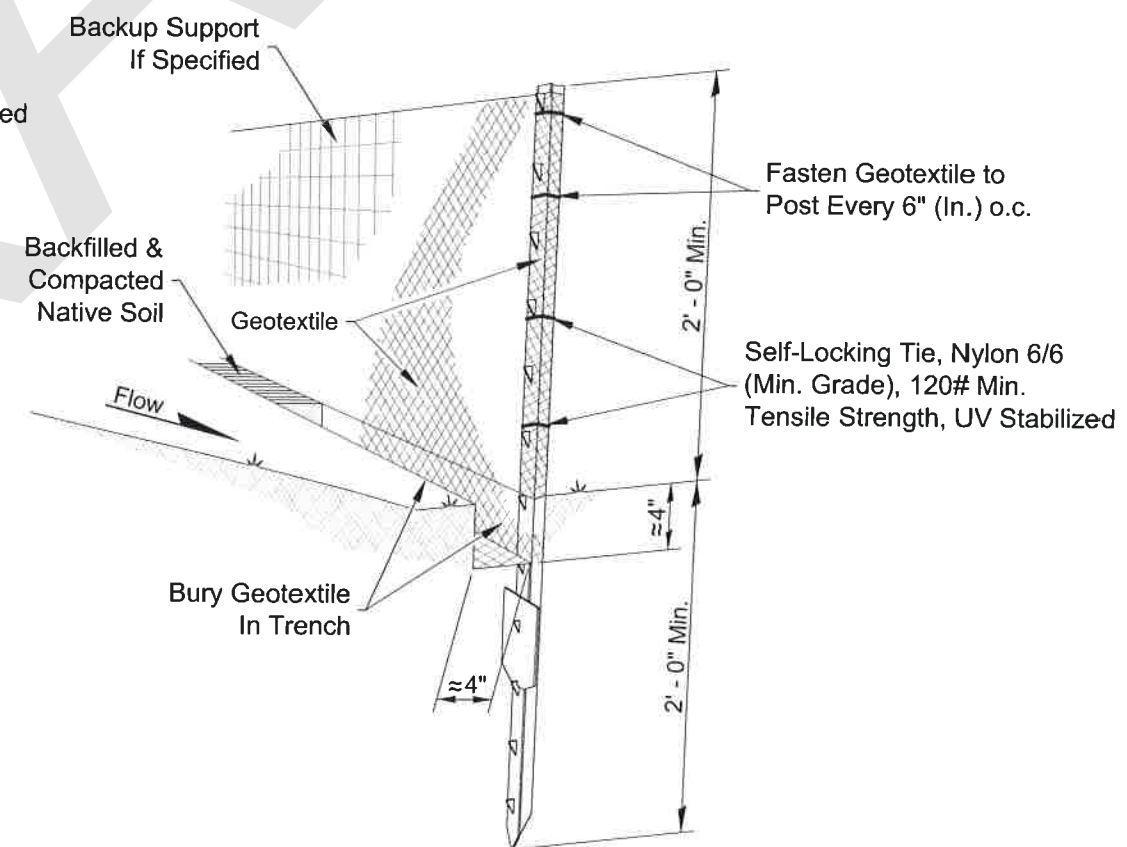
SPlice DETAIL

(WOOD POSTS AND NO BACKUP SUPPORT SHOWN)



SPlice DETAIL

(STEEL POSTS AND BACKUP SUPPORT SHOWN)



TYPICAL INSTALLATION DETAIL

NOTES:

1. Install ends of silt fence slightly up slope to prevent sediment from flowing past ends of fence. See Typical Silt Fence Layout.
2. Overlap vertical silt fence splices eight inches (8") minimum and construct in a manner to prevent silt laden runoff from passing between posts. Avoid placing splices at sumps and other low points.
3. Do not install silt fence in a manner that it will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.
4. If backup support is specified, attach fabric to backup support in a manner to hold fabric securely and reduce the potential of tearing.
5. During excavation, minimize ground disturbance around anchor trench and smooth surface to prevent concentrated flows. Compact backfill in trench in a manner that will prevent underflow.

REVISIONS	DESCRIPTION
DATE	

SIGNED AND DATED



DRAFTED BY:
C. Edwards

CHECKED BY:
K. Lilly

DRAWING SCALE:
NTS

DATE:
3-5-2014

SILT FENCE

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

35



BIG SKY

CORPORATION

10063 N Navion Drive.

Hayden, ID 83835

**CITY OF MOSCOW
504 S WASHINGTON ST
MOSCOW ID 83843**

**BID ENCLOSED: ALLEY E OF
WASHINGTON ST BETWEEN
FIFTH AND EIGHTH ST SEWER
PROJECT**

RECEIVED

MAR 12 2024

@ 1:43 PM

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 3/12/24

This proposal is submitted as an offer by the undersigned bidder to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. 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 it has received or made itself 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 CITY 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 CITY.

8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____, if any have been delivered to it 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 002207-U.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a.	<u>NO HVAC, Elec OR Plumbing</u>		
b.	<u>Pave Asphalt Paving</u>	<u>PWCC-12496</u>	<u>40,600-</u>
c.	<u>Knix Concret Concrete</u>	<u>PWC-C-16917-A-4</u>	<u>4,600-</u>
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. 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

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 75,000 -	\$ 75,000 -
2A.	Remove / Dispose Bituminous Surface	1100 SY	\$ 8 -	\$ 8,800 -
2B.	Remove / Dispose of Concrete Sidewalk	30 SY	\$ 15 -	\$ 450 -
2C.	Remove / Dispose of 6" Sewer Pipe	1100 LF	\$ 7 -	\$ 7,700 -
2D.	Remove / Dispose of Sanitary Manhole	5 EA	\$ 1,900 -	\$ 9,500 -
3.	Sanitary Sewer Manhole (4' Diameter)	5 EA	\$ 5,750	\$ 28,750 -
4.	8" PVC Sanitary Sewer Pipe (Class D Backfill)	1100 LF	\$ 185 -	\$ 203,500 -
5.	Bypass Pumping Operation	1 LS	\$ 15,500 -	\$ 15,500 -
6.	Reconnect Existing Sewer Service	22 EA	\$ 2,100 -	\$ 46,200 -
7.	Lateral Scoping / Verification	1 LS	\$ 3,300 -	\$ 3,300 -
8.	Concrete Sidewalk	12 SY	\$ 510 -	\$ 6,120 -
9.	Hot Mix Asphalt Patching	220 TON	\$ 235 -	\$ 51,700 -
10.	1-1/4" (-) Crushed Rock Base	270 TON	\$ 85 -	\$ 22,950 -
11.	3/4" (-) Crushed Rock Base	250 TON	\$ 85 -	\$ 21,250 -
12.	Inlet Protection	6 EA	\$ 65 -	\$ 390 -
13.	Subgrade Separation Geotextile	1100 SY	\$ 3 -	\$ 3,300 -
14.	Traffic Control	1 LS	\$ 14,000 -	\$ 14,000 -
15.	Force Account	1 EST	\$ 20000	\$ 20000
Bid Total				\$ 538,410 -

13. The undersigned bidder, certifies under penalty of perjury pursuant to the law of the State of Idaho, that the undersigned bidder is an authorized agent to bind the bidder to the terms of this Bid Proposal.

Big Sky ID Corp

Firm Name of Bidder

Signature of Bidder

President

Official Title

10063 Navion Drive, Hayden, ID 83835

Bidders Mailing Address

002207-U

Public Works License No.

Idaho

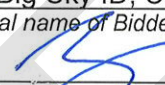
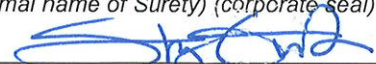
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Hayden, ID

This 12th day of March, 2024

BID BOND (PENAL SUM FORM)

Bidder Name: Big Sky ID, Corp. Address (principal place of business): 10063 N Navion Drive Hayden, ID 83835	Surety Name: SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION Address (principal place of business): 450 Alaskan Way South, Suite 200 Seattle, WA 98104
Owner Name: City of Moscow, ID Address (principal place of business):	Bid Project (name and location): ALLEY E. OF WASHINGTON ST. BETWEEN FIFTH ST. AND EIGHTH ST. SEWER PROJECT CITY OF MOSCOW PROJECT NO. 101-022 Bid Due Date: 3/12/2024
Bond Penal Sum: --Five Percent of the Total Amount Bid (5%)-- Date of Bond: 3/12/2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <u>Big Sky ID, Corp.</u> (Full formal name of Bidder)	Surety <u>SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION</u> (Full formal name of Surety) (corporate seal)
By: _____  (Signature)	By: _____  (Signature) (Attach Power of Attorney)
Name: <u>Jeremy Inpp</u> (Printed or typed)	Name: <u>Shelby Groth</u> (Printed or typed)
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Jacki Fullerton</u> (Signature)	Attest: <u>Sydney Schmidt</u> (Signature)
Name: <u>Jacki Fullerton</u> (Printed or typed)	Name: <u>Sydney Schmidt</u> (Printed or typed)
Title: <u>Const. Mgr.</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

H. KEITH McNALLY, ERIN L. REPP, WM DINNEEN, CHRIS LARSON, DIANA R. WILLIAMS, RYAN J. PUGH,
SHELBY GROTH, DANIEL J. STOWE, TRAVIS LONG, KIRSTEN K. JORDAN, and SYDNEY SCHMIDT

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 2ND day of MAY, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 2ND day of MAY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of March, 20 24.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 1, 2024



AGENDA ITEM TITLE

A Street Reconstruction Project - Bid Results & Contract Award - Bob Buvel

RESPONSIBLE STAFF

Bob Buvel, Staff Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

This project's scope includes reconstruction of approximately two blocks of 'A' Street from Washington Street to Adams Street, including some curb and sidewalk. The reconstruction also included the replacement of the underground utilities, including water mains, fire hydrants, service lines, sanitary sewer mains, and manholes. The City advertised the project for bids on February 24, 2024, & March 2, 2024, and the Engineer's Estimate for construction was \$865,685.00 for Base Bid, \$67,600.00 for Alternate A, \$37,100.00 for Alternate B, and \$130,800 for Alternate C. Bids were opened on March 12, 2024, at which one (1) bid was received. The sole responsive bid received was submitted by LaRiviere of Rathdrum, ID with a bid of \$1,008,734.25 for Base Bid, \$52,728.00 for Alternate A, \$60,473.00 for Alternate B, and \$145,155.00 for Alternate C. A bid tabulation is included in the packet.

REVIEWED BY

This was reviewed by the Administrative Committee on March 25th, 2024, and recommended for approval.

PROPOSED ACTIONS

ACTION: Accept the Base Bid only from LaRiviera Inc., award the contract in the amount of \$1,008,734.25, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

STAFF RECOMMENDATION

Accept the base bid from LaRiviera Inc., award the contract in the amount of \$1,008,734.25, 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), the Water Improvement Fund (320-220-770-73), and the Roadway Improvement Program (350-150-770-83).

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. A Street Reconstruction - Bid Tabulation
2. A St Reconstruction - Construction Agreement_final

"A" Street Reconstruction Bids Opened 3/12/2024					
				Engineers Estimate	
Item No.	Item Description	QTY	Unit	Unit Price	Amount
Mobilization					
1	Mobilization	1	LS	\$84,000.00	\$84,000.00
Removals					
2A	Remove / Dispose of Bituminous Surface	2050	SY	\$15.00	\$30,750.00
2B	Remove / Dispose of Concrete Sidewalk	198	SY	\$27.00	\$5,346.00
2C	Remove / Dispose of Concrete Curb Type A	638	LF	\$13.00	\$8,294.00
2D	Remove / Dispose of Concrete Approach	25	SY	\$35.00	\$875.00
2E	Remove / Dispose of Storm Pipe	108	LF	\$10.00	\$1,080.00
2F	Remove / Dispose of Catch Basin	4	EA	\$750.00	\$3,000.00
2G	Remove / Dispose of Sanitary Manhole (Plug)	2	EA	\$1,200.00	\$2,400.00
2H	Remove / Dispose of Water Pipe (Plug)	50	LF	\$30.00	\$1,500.00
Concrete					
3	Construct Concrete Curb Type "A"	638	LF	\$30.00	\$19,140.00
4	Construct Concrete Sidewalk	198	SY	\$90.00	\$17,820.00
5	Construct Reinforced Concrete Vehicular Approa	25	SY	\$125.00	\$3,125.00
6	Reconstruct Concrete Retaining Wall	75	SFF	\$250.00	\$18,750.00
Roadway					
7	Soft Spot Repair	500	SY	\$45.00	\$22,500.00
8	Excavation (Plan Quantitiy)	794	CY	\$40.00	\$31,760.00
9	Subgrade Separation Geotextile	2405	SY	\$8.00	\$19,240.00
10	3/4" (-) Crushed Rock Base	479	TON	\$27.00	\$12,933.00
11	1-1/4" (-) Crushed Rock Base	472	TON	\$30.00	\$14,160.00
12	4" Perforated Drainage Pipe	576	LF	\$45.00	\$25,920.00
13	1/2" Superpave HMA Pavement	573	TON	\$165.00	\$94,545.00
Sanitary					
14	8" PVC Sanitary Pipe (Class D Backfill)	401	LF	\$150.00	\$60,150.00
15	Sanitary Sewer Manhole (4' Diameter)	3	EA	\$6,500.00	\$19,500.00
16	Reconnect Existing Sewer Service	6	EA	\$1,750.00	\$10,500.00
17	4" PVC Sanitary Pipe (Class D Backfill)	50	LF	\$100.00	\$5,000.00
18	Sanitary Sewer By-Pass	1	ls	\$2,000.00	\$2,000.00
Storm					
19	8" PVC Storm Sewer Pipe (Class D Backfill)	401	LF	\$125.00	\$50,125.00
20	8" C-900 Storm Pipe (Class D Backfill)	40	LF	\$175.00	\$7,000.00
21	4" PVC Storm Pipe (Class D Backfill)	30	LF	\$100.00	\$3,000.00
22	Storm Sewer Catch Basin	3	EA	\$2,500.00	\$7,500.00
Water					
23a	8" C-900 Water Pipe (Class D Backfill)	664	LF	\$175.00	\$116,200.00
23b	16" C-900 Water Pipe (Class D Backfill)	60	LF	\$200.00	\$12,000.00
23c	6" C-900 Water Pipe (Class D Backfill)	20	LF	\$125.00	\$2,500.00
24a	8" Gate Valve	11	EA	\$2,800.00	\$30,800.00
24b	6" Gate Valve	2	EA	\$2,801.00	\$5,602.00
25	16" Butterfly Valve	1	EA	\$5,000.00	\$5,000.00
26a	1" Water Service Reconnection	8	EA	\$1,000.00	\$8,000.00
26b	2" Water Service Reconnection	1	EA	\$1,200.00	\$1,200.00
26c	1" Water Service HDPE Poly (Class D Backfill)	160	LF	\$70.00	\$11,200.00
26d	2" Water Service HDPE Poly (Class D Backfill)	30	LF	\$80.00	\$2,400.00
26e	5/8" Water Meter Box	8	EA	\$1,200.00	\$9,600.00
26f	2" Water Meter Box	1	EA	\$1,500.00	\$1,500.00
27a	Hydrant w/ Tee and 6" Gate Valve	2	EA	\$8,500.00	\$17,000.00
27b	6" C-900 Hydrant Lead	34	LF	\$125.00	\$4,250.00
Misc.					
28	Adjust Utilities	7	EA	\$500.00	\$3,500.00
29	Erosion / Sediment Control & Track-Out Preventi	1	LS	\$5,000.00	\$5,000.00
30	Traffic Control	1	LS	\$28,000.00	\$28,000.00
31	Force Account	1	LS	\$20,000.00	\$20,000.00
Subtotal					\$865,665.00
TOTAL					\$865,665.00

Bid From: Low Bidder LaRiviere	
Price	Total
\$137,000.00	\$137,000.00
\$9.55	\$19,577.50
\$18.00	\$3,564.00
\$9.00	\$5,742.00
\$18.00	\$450.00
\$33.00	\$3,564.00
\$644.00	\$2,576.00
\$685.00	\$1,370.00
\$35.00	\$1,750.00
\$58.00	\$37,004.00
\$172.00	\$34,056.00
\$203.00	\$5,075.00
\$265.00	\$19,875.00
\$39.00	\$19,500.00
\$26.00	\$20,644.00
\$2.55	\$6,132.75
\$29.00	\$13,891.00
\$29.00	\$13,688.00
\$19.00	\$10,944.00
\$166.00	\$95,118.00
\$194.00	\$77,794.00
\$5,086.00	\$15,258.00
\$2,385.00	\$14,310.00
\$879.00	\$43,950.00
\$22,658.00	\$22,658.00
\$110.00	\$44,110.00
\$149.00	\$5,960.00
\$214.00	\$6,420.00
\$3,048.00	\$9,144.00
\$142.00	\$94,288.00
\$272.00	\$16,320.00
\$213.00	\$4,260.00
\$3,259.00	\$35,849.00
\$2,499.00	\$4,998.00
\$5,108.00	\$5,108.00
\$1,359.00	\$10,872.00
\$2,370.00	\$2,370.00
\$107.00	\$17,120.00
\$115.00	\$3,450.00
\$4,667.00	\$37,336.00
\$4,920.00	\$4,920.00
\$9,404.00	\$18,808.00
\$105.00	\$3,570.00
\$1,007.00	\$7,049.00
\$12,436.00	\$12,436.00
\$18,855.00	\$18,855.00
\$20,000.00	\$20,000.00
TOTAL	\$1,008,734.25

Additional Alternative A: 8" Water Pipe Removal

Item No.	Item Description	QTY	Unit	Unit Price	Amount	Unit Price	Amount
A1	Remove / Dispose Water Pipe (Class D)	676	LF	\$100.00	\$67,600.00	\$78.00	\$52,728.00
Subtotal					\$67,600.00		
TOTAL					\$67,600.00		\$52,728.00

Additional Alternative B: 6" Sewer Pipe Removal

Item No.	Item Description	QTY	Unit	Unit Price	Amount	Unit Price	Amount
B1	Remove / Dispose Sewer Pipe (Class D)	371	LF	\$100.00	\$37,100.00	\$163.00	\$60,473.00
Subtotal					\$37,100.00		
TOTAL					\$37,100.00	Total	\$60,473.00

Additional Alternative C: Remove and Replace Storm System

Item No.	Item Description	QTY	Unit	Unit Price	Amount	Unit Price	Amount
C1a	Remove / Dispose of Bituminous Surface	146	SY	\$15.00	\$2,190.00	\$12.00	\$1,752.00
C1b	Remove / Dispose Storm Manhole	2	LF	\$1,200.00	\$2,400.00	\$685.00	\$1,370.00
C1c	Remove / Dispose Storm Catch Basin	3	EA	\$750.00	\$2,250.00	\$703.00	\$2,109.00
C1d	Remove / Dispose Storm Pipe (No Backfil)	353	LF	\$20.00	\$7,060.00	\$18.00	\$6,354.00
C2	8" PVC Storm Sewer Pipe (Class D Backfill)	531	LF	\$125.00	\$66,375.00	\$152.00	\$80,712.00
C3	Storm Sewer Manhole (4' Diameter)	3	EA	\$6,500.00	\$19,500.00	\$4,635.00	\$13,905.00
C4	Storm Sewer Catch Basin	4	EA	\$2,500.00	\$10,000.00	\$2,706.00	\$10,824.00
C5	Reconnect Existing Storm Service	3	EA	\$1,750.00	\$5,250.00	\$2,423.00	\$7,269.00
C6	4" PVC Storm Pipe (Class D Backfill)	100	LF	\$100.00	\$10,000.00	\$126.00	\$12,600.00
C7	1/2" Superpave HMA Pavement	35	TON	\$165.00	\$5,775.00	\$236.00	\$8,260.00
Subtotal					\$130,800.00		
TOTAL					\$130,800.00	Total	\$145,155.00

**CONSTRUCTION AGREEMENT
FOR 'A' STREET RECONSTRUCTION WASHINGTON ST. TO ADAMS ST.
BETWEEN CITY OF MOSCOW, IDAHO
AND LARIVIERE, INC.**

THIS CONSTRUCTION AGREEMENT FOR 'A' STREET RECONSTRUCTION WASHINGTON ST. TO ADAMS ST. BETWEEN CITY OF MOSCOW, IDAHO, AND LARIVIERE, 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 LaRiviere, Inc., 17564 North Dylan Court Rathdrum, Idaho, 83858 (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 for: 'A' Street Reconstruction Washington St. to Adams St., City of Moscow Project No. 106-025, Attachment 'A' consisting of **161 pages**;
2. Bid Proposal of CONTRACTOR, dated March 12, 2024, Attachment 'B', consisting of **11 pages**;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addendum No. 1, Attachment 'C', consisting of **6 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:

‘A’ STREET RECONSTRUCTION WASHINGTON ST. TO ADAMS ST.

**ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall start no earlier than May 6, 2024 and shall be substantially completed no later than August 16, 2024, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

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

**ARTICLE 4.
CONTRACT SUM**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of One Million Eight Thousand Seven Hundred Thirty-Four Dollars and Twenty-Five Cents (\$1,008,734.25), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of One Million Eight Thousand Seven Hundred Thirty-Four Dollars and Twenty-Five Cents (\$1,008,734.25), 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 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 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.

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.

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:

LaRiviere, Inc.
Thomas LaRiviere
17564 N. Dylan Ct.
Rathdrum, ID 83858

CITY:

City of Moscow
Engineering Division
206 East Third Street
PO 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 Thomas LaRiviere, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind LaRiviere, Inc. to this Agreement.

CONTRACTOR:

LaRiviere, Inc.

CITY:

City of Moscow, Idaho

By: Thomas LaRiviere

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 Thomas LaRiviere, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for LaRiviere, Inc.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

**DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:**

**'A' STREET RECONSTRUCTION
WASHINGTON ST. TO ADAMS ST.**

CITY OF MOSCOW PROJECT NO. 106-025

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CITY OF MOSCOW, IDAHO

**Community Development
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications and Proposal

**'A' Street Reconstruction
Washington St. to Adams St.**

CITY OF MOSCOW PROJECT NO. 106-025



**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 – “A” Street Restoration Project ”** until **2:00 p.m.**, prevailing local time, **Tuesday, March 12, 2024**, for the following project:

“A” STREET RESTORATION PROJECT

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, Idaho 83843.

This project consists of, but is not limited to, the abandonment of sanitary sewer mains and installation of 8” PVC sanitary sewer mains, abandonment of storm sewer mains and installation of 8” PVC storm sewer mains and the abandonment of water mains and installation of 8” C900 water mains, within two blocks on “A” Street. The project includes the complete reconstruction of road base and asphalt surface along with some type A curb and some sidewalk within the two blocks on “A” Street. 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 be 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” / ““A” Street Restoration Project”

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 **8994981**. 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, Idaho 83843.

Questions should be directed to Britany Luft, City of Moscow Engineering Division, 504 South Washington Street, Moscow, Idaho, 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 City.

Britany Luft

Britany Luft, Deputy City Clerk

Publish Dates: February 24, 2024 & March 2, 2024

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 the 'A' Street Reconstruction Washington St. to Adams St., (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Haddock Building, 504 S. Washington Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

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

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

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 'A' Street Reconstruction Washington St. to Adams St. as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	1.0 LS	\$ _____	\$ _____
2a	Remove / Dispose of Bituminous Surface	2050.0 SY	\$ _____	\$ _____
2b	Remove / Dispose of Concrete Sidewalk	198 SY	\$ _____	\$ _____
2c	Remove / Dispose of Concrete Curb Type A	638 LF	\$ _____	\$ _____
2d	Remove / Dispose of Concrete Approach	25 SY	\$ _____	\$ _____
2e	Remove / Dispose of Storm Pipe	108 LF	\$ _____	\$ _____
2f	Remove / Dispose of Catch Basin	4.0 EA	\$ _____	\$ _____
2g	Remove / Dispose of Sanitary Manhole	2.0 EA	\$ _____	\$ _____
2h	Remove / Dispose of Water Pipe	50 LF	\$ _____	\$ _____
3	Construct Concrete Curb Type "A"	638 LF	\$ _____	\$ _____
4	Construct Concrete Sidewalk	198 SY	\$ _____	\$ _____
5	Construct Reinforced Driveway Approach	25 SY	\$ _____	\$ _____
6	Reconstruct Concrete Retaining Wall	75 SFF	\$ _____	\$ _____
7	Soft Spot Repair	500 SY	\$ _____	\$ _____
8	Excavation Plan Quantity	794 CY	\$ _____	\$ _____
9	Subgrade Separation Geotextile	2405 SY	\$ _____	\$ _____
10	3/4" (-) Crushed Rock Base	479 TON	\$ _____	\$ _____
11	1-1/4" (-) Crushed Rock Base	472 TON	\$ _____	\$ _____
12	4" Perforated Drainage Pipe	576 LF	\$ _____	\$ _____
13	1/2" Superpave HMA Pavement	573 TON	\$ _____	\$ _____
14	8" PVC Sanitary Sewer Pipe (Class D Backfill)	401 LF	\$ _____	\$ _____

15	Sanitary Sewer Manhole (4' Diameter)	3 EA	\$	\$
16	Reconnect Existing Sewer Service	6 EA	\$	\$
17	4" PVC Sanitary Sewer Pipe (Class D Backfill)	50 LF	\$	\$
18	Sanitary Sewer By-Pass	1 LS	\$	\$
19	8" PVC Storm Sewer Pipe (Class D Backfill)	401 LF	\$	\$
20	8" C-900 Storm Sewer Pipe (Class D Backfill)	40 LF	\$	\$
21	4" PVC Storm Pipe (Class D Backfill)	30 LF	\$	\$
22	Storm Sewer Catch Basin	3 EA	\$	\$
23a	8" C-900 Water Pipe (Class D Backfill)	664 LF	\$	\$
23b	16" C-900 Water Pipe (Class D Backfill)	60 LF	\$	\$
23c	6" C-900 Water Pipe Class D Backfill)	20 LF	\$	\$
24a	8" Gate Valve	11 EA	\$	\$
24b	6" Gate Valve	2 EA	\$	\$
25	16" Butterfly Valve	1 EA	\$	\$
26a	1" Water Service Reconnection	8 EA	\$	\$
26b	2" Water Service Reconnection	1 EA	\$	\$
26c	1" Water Service HDPE Poly (Class D Backfill)	160 LF	\$	\$
26d	2" Water Service HDPE Poly (Class D Backfill)	30 LF	\$	\$
26e	5/8" Water Meter Box	8 EA	\$	\$
26f	2" Water Meter Box	1 EA	\$	\$
27a	Hydrant w/ Tee and 6" Gate Valve	2 EA	\$	\$
27b	6" C-900 Hydrant Lead	34 LF	\$	\$
28	Adjust Utilities	7 EA	\$	\$
29	Erosion / Sed. Control & Track-Out Prevention	1 LS	\$	\$

30	Traffic Control	1 LS	\$ _____	\$ _____
31	Force Account	1 LS	\$ 20,000	\$ 20,000
			Bid Total	\$ _____

ALTERNATE A

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
A1	Remove/Disp. Water Pipe (Class D Backfill)	676 LF	\$ _____	\$ _____
			Alt. A Bid Total	\$ _____

ALTERNATE B

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
B1	Remove/Disp. Sewer Pipe (Class D Backfill)	371 LF	\$ _____	\$ _____
			Alt. B Bid Total	\$ _____

ALTERNATE C

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
C1a	Remove / Dispose of Bituminous Surface	146 SY	\$ _____	\$ _____
C1b	Remove / Dispose Storm Manhole	2 EA	\$ _____	\$ _____
C1c	Remove / Dispose Catch Basin	3 EA	\$ _____	\$ _____
C1d	Remove / Dispose Storm Pipe (No Backfill)	353 LF	\$ _____	\$ _____
C2	8" PVC Storm Sewer Pipe (Class D Backfill)	531 LF	\$ _____	\$ _____
C3	Storm Sewer Manhole (4' Diameter)	3 EA	\$ _____	\$ _____
C4	Storm Sewer Catch Basin	4 EA	\$ _____	\$ _____
C5	Reconnect Existing Storm Service	3 EA	\$ _____	\$ _____
C6	4" PVC Storm Pipe (Class D Backfill)	100 LF	\$ _____	\$ _____
C7	1/2" Superpave HMA Pavement	35 TON	\$ _____	\$ _____
		Alt. C	Bid Total	\$ _____

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2022

(DRAFT – DO NOT SUBMIT WITH BID)

**CONSTRUCTION AGREEMENT
FOR "A" STREET RESTORATION PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR "A" STREET RESTORATION PROJECT BETWEEN CITY OF MOSCOW, IDAHO, AND COMPANY (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 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: "A" STREET RESTORATION PROJECT, consisting of number of pages;
2. Bid Proposal of CONTRACTOR, dated date, 2024, 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:

“A STREET RESTORATION PROJECT”

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

ARTICLE 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:

Company Name
Authorized Agent
Street Address
City, State Zip

CITY:

City of Moscow
Engineering Division
504 S Washington 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:

[Company Name](#)

CITY:

City of Moscow, Idaho

By: [Authorized Agent](#)

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this _____ day of _____, 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 _____

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 its 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, of legal United States currency, 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 City Clerk will return the guaranties accompanying the proposals that in the CITY's judgment will not be considered for awarding the contract. All other proposal guaranties will be held until the successful bidder has completed all tasks required for the contract and other legal requirements, 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 its statement in such form as may deem 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 bidder shall submit with its 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 its 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 it 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 or bid bond will be forfeited to the CITY as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the City, be awarded the contract.

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. The Contractor will take action, if necessary, to ensure that applicants and employees are treated equally without regard to their race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

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

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

- A. The Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizes that the business in which it is engaged in is of a transitory character, and that in the pursuit thereof, its property used therein may be purchased outside the State of Idaho when taxes, excises, or license fees to which it 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 of Idaho, its subdivisions, any governmental entity, 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 its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 3. That, in the event of its default in the payment or securing of such taxes, excises, and license fees, Contractor agrees that the City may withhold from any payment due to Contractor hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

IB-13. PERFORMANCE PERIOD

- A. This work shall start no earlier than May 6, 2024 and shall be substantially completed no later than August 16, 2024, 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 CITY elects to use plus the base bid. If the CITY elects to use an

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

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

- A. All bidders shall comply with Idaho Code Section 67-2310. **Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void.** Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.
- B. The name, address, Idaho Public Works License Number and bid amount for each subcontractor to be utilized on the project must appear on the bid. Every subcontractor intending to perform plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address, and Idaho Public Works License Number which allows it to perform such work, and bid amount for each of the following areas: plumbing work, heating and air conditioning work, electrical work. If a subcontractor intends to perform work in more than one of these specialties, such a subcontractor must list its name, address, Idaho Public Works License Number, and bid amount more than once (i.e., for each of the following subject areas: plumbing work, heating and air conditioning work, electrical work). It is helpful, but not mandatory, that each subcontractor includes its specialty construction category numbers, if any, with its submission of its Idaho Public Works License Number.
- C. Every contractor intending to perform its own plumbing work, and/or heating and air conditioning work, and/or electrical work, must include its name, address, and Idaho Public Works License Number which allow it to perform such work for each of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does not need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.
- D. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in its 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 its surety shall indemnify and hold 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 itself, its employees, or its 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 their 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, located in 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 their 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 or designee.
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 City Council of the City of Moscow, Idaho.
Engineer	The City Engineer or the designated 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 its 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 Engineer 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 Contractor has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve Contractor from their 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 when applicable 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 its proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing its proposal.

GC-6. NON-DISCRIMINATION

- A. The Contractor will not discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

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

GC-8. CONTRACTS

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

C. Subcontracts

1. The Contractor agrees that it is as fully responsible to CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it, 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 to or resulting from the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction agreement, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to its work, including the following provisions of this section. 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 terms:

- (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward every subcontractor all the obligations and responsibilities that it, 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 its 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 its

total payments shall be as large in proportion to the value of the work done by subcontractor as the total amount certified to the Contractor is to the value of the work done by it.

- (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 its 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 its 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 workers 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 its surety of such delay, neglect, or default. If the Contractor or its 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 it, or if the CITY 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 it 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 its 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 it deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed.

GC-10. MAJOR CHANGES

- G. 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.
- H. 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.
- I. 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.
- J. 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 and Engineer will provide a copy to CITY and Contractor.

- B. If during the progress of the work, the Contractor believes it 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. 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 stored on the jobsite, with accurate, clearly detailed invoices from the material supplier. 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, condemned, non-conforming work or materials not remedied;

3. Failure of the Contractor to make proper payments to a subcontractor;
 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.5%) 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, its 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 of the Contractor's request for adjustment, 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 through a change order. 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 its option, cease operations until payments are resumed by notifying CITY of its intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work set out 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 its 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 of the written request for adjustment, 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, through a change order. 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 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 it has obtained all insurance required under this section or it has satisfied CITY in this respect; nor shall it 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. The Contractor 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, in the statutory limits for as required by law of Contractor, 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 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.
- 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 correction and removal of defective work and the following tests and inspections:

4. 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.
5. 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.
6. 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.
7. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for CITY'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.
8. 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.
9. 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 bid 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 the Attorney's 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, it 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 it 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

The work set forth 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. The Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with all applicable laws and/or regulations and as required by this Agreement.

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:

10. Inform the Engineer in writing of such need; and
 11. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 12. Comply with all permit requirements as set forth in the Community Forest Ordinance, pursuant to Moscow City Code Title 5, Chapter 8 §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 their 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 its 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 its acts or negligence, or the acts or negligence of its 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 over the traffic control devices 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 CITY 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 Contractor 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 its 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 its employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to them 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 its best skill and attention. Contractor 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 it may discover, but it shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:

13. 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.
14. 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 its 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:

15. 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, Contractor 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:

16. 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 its 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 to 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 the 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 its 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. Contractor 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 it has paid all state and local taxes which have become due and payable and that it 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 hold 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 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 act or omission, neglect, or misconduct of the Contractor or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

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:
17. agrees with the other Party to submit the Claim to another dispute resolution process; or
 18. gives written notice to the other Party of the intent to file an action in the Second Judicial District of the State of Idaho. 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
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Compaction standard for coarse granular materials by use of the vibratory spring-loaded compactor.	Idaho T-74
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Moisture density relations using a 5.5 lb. rammer and 18-inch drop, method A or C.	AASHTO T-99
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Nuclear method for the determination of percent compaction in place density and moisture content of soils and aggregates.	WAQTC TM7
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7.4 Placing

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

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

7.5 Mixing

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

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

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

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

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

7.6 Shaping and Compaction

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

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

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

7.7 Payment

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

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

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

Dispose of the excavated material per Specification ES-4.

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

8.3 Payment

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

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

ES-9. WATERING

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

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

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

ES-10. WEIGHING

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

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

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

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

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

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

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

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

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

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

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

12.6 Finishing Concrete

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

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

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

12.7 Curing Concrete

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

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

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

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

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

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

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

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

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

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

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

ES-13. CONCRETE CURB

13.1 General

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

13.2 Forms

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

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

13.3 Joints

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

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

13.4 Construction Requirements

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

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

13.5 Finishing

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

13.6 Curing

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

13.7 Backfilling

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

13.8 Payment

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

ES-14. CONCRETE SIDEWALK

14.1 General

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

14.2 Gravel Base

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

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

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

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

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

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

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

14.3 Construction requirements

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

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

- B. Forms. Side forms shall be rigid and shall bear full length on the compacted gravel base and shall be the full depth of the finished walk. Forms shall be well staked, braced or otherwise rigidly held to true line and grade and shall rest upon stakes driven into the ground at intervals sufficient to provide rigid support. If metal forms are used they shall be of a type satisfactory to the Engineer.
- C. Placing and Finishing Concrete. SLUMP SHALL NOT EXCEED FIVE (5) INCHES. The concrete shall be spread uniformly between the forms and thoroughly consolidated and leveled with an approved strike board. Expansion joints of premolded joint material one-half (1/2) inch thick or three-eighths (3/8) inch thick may be constructed through the sidewalk at intervals of twenty (20) feet. Expansion joints may also be located where new sidewalk meets existing concrete, unless otherwise approved by the Engineer. Where applicable, joints in sidewalks and curb shall coincide.

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

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

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

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

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

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

14.4 Payment

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

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

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

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

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

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

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

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

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4 inch	100
1/2 inch	90 – 100

3/8 inch	90 max
No. 8	28 – 58
No. 200	2.0 – 10.0

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

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

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

15.2 Rolling and Compaction

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

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

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

15.3 Tack Coat

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

15.4 Payment

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

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

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

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

16.2 Aggregates

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

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

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

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

- B. Coarse aggregate shall consist of gravel, crushed stone or other inert material or combinations, thereof approved by the Engineer, having hard, strong, durable pieces free

from adherent coatings. Coarse aggregate shall be thoroughly washed to remove clay, loam, bark, sticks, alkali, organic matter, or other deleterious material.

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

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

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

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

16.3 Curing and Protection

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

16.4 Joint Fillers and Sealants

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

16.5 Air-Entrained Concrete

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

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

AIR CONTENT OF FRESHLY MIXED CONCRETE

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

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

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

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

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

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

16.6 Reinforcing Steel

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

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

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

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

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

16.7 Measurement of Materials

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

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

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

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

16.8 Re-tempering

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

16.9 Construction of Portland Cement Concrete Pavement

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

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

16.10 Payment

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

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

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

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

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

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

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

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

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

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

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

ES-18. MANHOLES AND CATCH BASINS

18.1 General

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

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

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

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

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

- A. Base Sections. Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.

- B. Joints. All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.
- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

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

18.4 Sanitary Sewer Manholes

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

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

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

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

- C. Water tightness

- 1. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WATERTIGHT. All visible leaks (infiltrating subsurface water) shall be sealed; sealing shall be accomplished by a manner and method, in the opinion of the Engineer, that constitutes permanency. Leaks that cannot be sealed by Contractor shall be sealed either by the pressure grouting method (injected chemical sealants) or the interior surface coating method, utilizing a firm specializing in such services,

at the Contractor's expense. Less than four minor drips in a single manhole will be considered negligible and will not require sealing.

2. Hydrostatic Testing.

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

18.5 Storm Sewer Manholes

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

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

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

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

18.6 Catch Basins and Catch Inlets

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

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

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

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

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

18.7 Risers

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

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

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

19.2 Type of Backfill

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

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

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

19.3 Excavation and Backfill for Fire Hydrants

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

19.4 Trench Excavation

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

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

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

19.5 Materials

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

19.6 Workmanship

- A. Clearing. Do not remove existing trees or tree limbs over 2 inches in diameter, whether on public or private property, unless they are within 4 feet of the pipe centerline without permission from the Engineer. All such work shall conform to the City's Community Forestry ordinance. The Contractor shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from clearing operations. Material shall be disposed of in such a manner as to meet all requirements of state, county and local regulations regarding health, safety and public welfare.

- B. Obstructions. This term refers to obstructions which may be removed and do not require replacement. Obstructions within the trench area or adjacent thereto such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, rubbish and debris of all types shall be removed without additional compensation from the Owner. The Engineer will, if requested, make changes in the trench alignment to avoid major obstructions; if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility.

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

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

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

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

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

- G. Grade. Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.
- H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.
- I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.
- J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the lunch hour as well as overnight.
- Dispose of the water in an approved manner without damage to adjacent property.
- Drainage of trench waste through the pipeline, under construction, is prohibited.
- K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.
- L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.
- M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.
- N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:

1. Class A Backfill

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

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

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

2. Class B Backfill

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

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

3. Class C Backfill

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

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

4. Class D Backfill

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95 percent density in 6 inch lifts with

mechanical, vibrating or impact tampers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

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

5. Class E Backfill

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

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

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

6. Class F Backfill

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

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

7. Subsurface Drain Backfill

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

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

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100
3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30
No. 50	3 – 12
No. 200	0 – 1.2

* All percentages are by weight.

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

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

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

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

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

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

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

19.7 Payment

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

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

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

Pipe zone backfill is specified under Section ES-20.

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

ES-20. PIPE

20.1 Storm Sewer Pipe

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

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

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

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

20.2 Sanitary Sewer Pipe

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

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

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

20.3 Perforated Subsurface Drain Pipe

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

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

The pipe shall be wrapped with a filtering sock.

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

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

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

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

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

1. Perforated Corrugated Plastic Pipe

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

2. Perforated Solid Wall Plastic Pipe

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

20.4 Water Pipe & Ductile Iron Fittings

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

111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.

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

20.5 Pipe Laying

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

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

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

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

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

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

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

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

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

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

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

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

*MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)

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

8	5-21	20	5	19
10	5-21	20	5	19
12	5-21	20	5	19
14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11
24	2-23	9	3	11

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

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

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

2. Thrust Blocking

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

3. Metal Tie Rods

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

20.6 Pipe Testing and T. V. Inspection

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

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

Exfiltration testing of the sanitary sewer pipe will be conducted by the Contractor, under the supervision of the Engineer, or his/her representative, after the sewer line is backfilled.

The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of his/her intention to pressure test the line.

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

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

1. Exfiltration Test (Using Air)

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

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

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

$$T = 0.0109 D^2L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

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

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

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

2. T.V. Inspection

T.V. inspection, (by the City), of the newly installed sanitary and storm sewer pipes will be required, preferably, before the placement of asphalt on the roadway. It shall

be the responsibility of the Contractor to give the Engineer ample advance notice of the time when this inspection is to be performed to assure the timely scheduling of the City's personnel and equipment.

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

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 $\frac{3}{4}$ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum

distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.

2. Sides of the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from the centerline of the hydrant barrel. All earthen fill at the sides of the hydrant for a minimum distance of 6 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
3. Front of the hydrant (towards the main): 4.0 foot minimum cover over the hydrant lateral pipe shall be maintained – as shown on the City of Moscow Standard Construction Drawings.

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

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

22.4 Payment

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

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

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

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

23.2 Workmanship

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

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

23.3 Basis of Payment

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

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

ES-24. STREET / ALLEY CUT REPAIR

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

ES-25. EROSION AND SEDIMENT CONTROL

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

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

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

ES-26. STORMWATER RUNOFF CONTROL

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

ES-27. IMPORTED TOPSOIL

27.1 General

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

The scope of this project includes the reconstruction of A Street from the Washington Street intersection to Adams Street. Work includes, but is not limited to, the replacement of approximately two thousand and fifty (2050) square yards of existing asphalt roadway, installation of five hundred and eighty-six (586) linear feet of drain pipe, and paving of four hundred and sixty-seven (467) tons of hot mix asphalt. Other work includes the replacement of three (3) catch basins, the replacement of one (1) sanitary manhole, the replacement of five hundred and sixty-seven (567) linear feet of Type A curb, and the replacement of ninety-three (93) square yards of sidewalk.

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 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. MOBILIZATIONL.S.

SP-2. REMOVALS AND DISPOSALS

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

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

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate the placement of six 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 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. When field conditions dictate, removal limits may be extended beyond 24" 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 CONCRETE CURB TYPE A

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

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

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

D. REMOVE / DISPOSE OF CONCRETE APPROACH

This work shall consist of neatly saw-cutting, removing, and disposing of marked deficient concrete approach. 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. **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.**

E. REMOVE / DISPOSE OF STORM PIPE

This work shall consist of, but not limited to, the removal and disposal of existing storm main, regardless of pipe diameter. Pipe removals are expected to occur during excavation for new pipe installation. Existing storm services are not expected to connect to any sections of pipe, if a service is identified during removal immediately notify the Engineer before disconnection and removal. Any line not removed shall be plugged with non-shrink grout to the satisfaction of the Engineer. The removal shall be completed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

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

F. REMOVE / DISPOSE OF CATCH BASIN

This work shall consist of, but not limited to, the removal and disposal of drainage structures regardless of the type (precast, poured in place, etc.), material, or depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

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

G. REMOVE / DISPOSE OF SANITARY MANHOLE (PLUG)

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.

Plugging the existing sewer main labeled as to be abandoned in the Project Plans are incidental to this item.

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

H. REMOVE / DISPOSE OF WATER PIPE (PLUG)

This work shall consist of, but not limited to, the removal, disposal, and class D backfill of existing water main regardless of the material (cast iron, ductile iron, etc.) or depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Plugging the existing water main labeled as to be abandoned in the Project Plans are incidental to this item.

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

I. REMOVE / DISPOSE OF SANITARY PIPE

This work shall consist of, but not limited to, the removal, disposal, and class D backfill of existing sanitary pipe regardless of the material (clay, concrete, etc.) or depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

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

Measurement and Payment:

Measurement for REMOVE / DISPOSE OF BITUMINOUS SURFACE and REMOVE / DISPOSE OF CONCRETE SIDEWALK shall be by the square yard as measured in the field. Measurement for REMOVE / DISPOSE OF CONCRETE CURB TYPE A shall be by the linear foot as measured in the field. REMOVE / DISPOSE OF CONCRETE APPROACH shall be by the square yard as measured in the field. REMOVE / DISPOSE OF STORM PIPE shall be by the linear foot as measured in the field. Measurement for REMOVE / DISPOSE OF CATCH BASIN will be measured per each. 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-2a. REMOVE / DISPOSE OF BITUMINOUS SURFACE..... S.Y.

SP-2b. REMOVE / DISPOSE OF CONCRETE SIDEWALK..... S.Y.

SP-2c. REMOVE / DISPOSE OF CONCRETE CURB TYPE A L.F.

SP-2d. REMOVE / DISPOSE OF CONCRETE APPROACH S.Y.

SP-2e. REMOVE / DISPOSE OF STORM PIPE L.F.

SP-2f. REMOVE / DISPOSE OF CATCH BASIN EACH

SP-2g. REMOVE / DISPOSE OF SANITARY MANHOLE EACH

SP-2h. REMOVE / DISPOSE OF WATER PIPE L.F.

SP-2i. REMOVE / DISPOSE OF SANITARY PIPE L.F.

SP-3. CONSTRUCT CONCRETE CURB TYPE "A"

This work shall consist of, but not limited to, the installation of concrete curb. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-13, and the Standard Drawings.

Two (2) No. 4 rebar dowels shall be epoxy embedded a minimum of six (6) inches into abutting sawn curb or curb and gutter. The type A curb shall have the dowels centered front to back of curb, and be located three (3) inches from top and bottom of curb respectively. Dowels shall extend six (6) inches into the new concrete curb section to be constructed.

Excavated areas on road side of curb shall be replaced with ¾" minus crushed aggregate conforming to City of Moscow Standard ES-7 to the level of the adjacent asphalt and compacted to 95% of AASHTO T-99 maximum density in lifts not to exceed six (6) inches depth. See SP-2 REMOVALS AND DISPOSALS for temporary patching and/or backfill requirements.

Excavation and disposal of material necessary to accommodate the placement of 4 inches of new compacted base rock beneath new curb is considered **incidental** to the removal items. Doweling of curb, backfill, and compaction are considered **incidental** to this item.

Backfill of lawn areas adjacent to new curbs shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil backfill and labor shall be considered **incidental** to this pay item.

Measurement and Payment:

Measurement and payment for CONSTRUCT CONCRETE CURB TYPE "A" shall be by the linear foot as measured in the field. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-3. CONSTRUCT CONCRETE CURB TYPE "A" L.F.

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 and labor shall be considered **incidental** to this item.

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

Measurement and Payment:

Measurement 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, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4. CONSTRUCT CONCRETE SIDEWALK..... S.Y.

SP-5. CONSTRUCT REINFORCED DRIVEWAY APPROACH

This work shall consist of constructing concrete pavement approaches and driveways with steel reinforced concrete to allow the adjacent sidewalk to be constructed in compliance with ADA and City standards.

All vehicular approaches shall be constructed in accordance with the Project Plans, City of Moscow Engineering Specifications ES-11, ES-12, and the City of Moscow Standard Drawings.

Driveway approaches shall be considered as those residential accesses typically constructed between the existing curb line and the removal limits of the driveway and shall consist of a 6-inch thick reinforced concrete slab with 6-inch thick base aggregate. Reinforcement shall be per the City of Moscow Standard Drawings. Steel reinforcement shall be held at 2" above the bottom of the new concrete with mortar blocks, or other devices approved by the Engineer. Fiber reinforced concrete may NOT be used in lieu of steel reinforcement.

Excavated areas within the roadway shall be backfilled with $\frac{3}{4}$ " minus crushed aggregate conforming to City of Moscow Standard ES-7 to the level of the adjacent base aggregate and compacted to 95% of AASHTO T-99 maximum density in lifts not to exceed 6 inches depth.

Excavation and disposal of material necessary to accommodate the placement of 6 inches of new compacted base rock beneath the approach is considered **incidental** to the removal items. Adjacent curb shall be paid under the corresponding curb item.

Backfill of lawn areas adjacent to new sidewalks and approaches shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil backfill and labor is considered **incidental** to this pay item.

Measurement and Payment:

Measurement and payment for CONSTRUCT REINFORCED DRIVEWAY APPROACH shall be by the square yard as measured in the field. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-5. CONSTRUCT REINFORCED DRIVEWAY APPROACH S.Y.

SP-6. RECONSTRUCT CONCRETE RETAINING WALL

This work shall consist of removing and constructing concrete retaining wall adjacent to the pedestrian drop on the northeast corner of the intersection of “A” Street and Washington Street with a steel reinforced concrete wall to allow adjacent sidewalk to be constructed in compliance with ADA and City standards.

The concrete retaining wall shall be constructed in accordance with the Project Plans.

The concrete retaining wall shall be construction to the thickness and depth as show in the Project Plans. Reinforcement shall be per Project Plans. Backfill behind the retaining wall shall be geotextile wrapped drain rock as specified in ES-22.2.D DRAIN ROCK of these specifications. Fiber reinforced concrete may NOT be used in lieu of steel reinforcement.

Excavation and disposal of material necessary to accommodate the removal and construction of the concrete retaining wall is considered **incidental** to this item. Adjacent sidewalk shall be paid under the SP-4. CONSTRUCT CONCRETE SIDEWALK. Additional thickness and reinforcement of the adjacent walk shall be **incidental** to this pay item.

Backfill of flower beds adjacent to the concrete retaining wall shall be drain rock and topsoil as shown in the Project Plans and as specified in these specifications, Topsoil shall be hand raked to conform to the adjacent properties. Drain Rock and Topsoil backfill and labor is considered **incidental** to this pay item.

Measurement and Payment:

Measurement and payment for RECONSTRUCT CONCRETE RETAINING WALL shall be by the square face foot as measured in the field. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for the following bid item included on the Contractor’s Bid Proposal:

SP-6. RECONSTRUCT CONCRETE RETAINING WALL..... S.F.F.

SP-7. SOFT SPOT REPAIR

This work shall consist of, but not limited to, the repair of soft spots. Type II ITD woven or nonwoven geotextile will be used where soft spot repairs are needed. 1-1/4” minus crushed gravel shall be used as fill in the repair location. The area of excavation shall have a depth of at least one (1) foot as determined by the Engineer. The repair shall be completed in accordance with the Project Plans, Engineering Specifications ES-8, Standard Drawings, and these Specifications.

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

Measurement and Payment:

Measurement for SOFT SPOT REPAIR shall be per square yard as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, dewatering, base rock, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-7. SOFT SPOT REPAIR S.Y.

SP-8. EXCAVATION (PLAN QUANTITY)

This work shall consist of, but not limited to, the excavation of the street from top of existing concrete roadway to the proposed subgrade for new construction and the excavation of gravel within green strips for proposed driveway approaches. Excavation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, and the Standard Drawings.

This item also includes subgrade preparation, including any fine grading, embankment and compaction. The contractor is responsible for disposal of excess material.

Measurement and Payment:

Excavation shall be measured and paid by the cubic yard as determined by cross sections (plan quantity) and by field measurement for any unanticipated work. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-8. EXCAVATION (PLAN QUANTITY)C.Y.

SP-9. SUBGRADE SEPARATION GEOTEXTILE

This work shall consist of furnishing and installing geotextile in accordance ES-6, with these specifications and in reasonable conformity to the details shown on the plans or as directed by the Engineer.

During periods of shipment and storage, the geotextile shall be placed in a dry place off the ground and protected from damage and shall be maintained in an opaque, heavy-duty protective covering.

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

The area to be covered shall be graded to a smooth uniform condition free of obstacles, depressions, and debris. The geotextile shall be spread immediately ahead of the covering operation. The geotextile shall not be dragged on the ground or mishandled in any way. The geotextile shall be placed loosely and without wrinkles so that placement of the overlying material will not tear the geotextile. The geotextile shall be lapped or sewn, as specified, at the ends and sides of adjoining sheets. The geotextile shall be lapped a minimum of two (2) feet at all longitudinal and transverse joints. The cover material shall be placed on the geotextile in such a manner that a minimum of six inches of material will be between the vehicle of equipment tires or tracks and the geotextile at all times.

Where geotextiles will be placed over soft ground, construction vehicles shall be limited in size and weight such that rutting in the initial lift above the geotextile is not greater than three inches deep, to prevent overstressing the geotextile. Turning of vehicles on the first lift above the geotextile will not be permitted. End-dumping the cover material directly on the geotextile will not be permitted. Compaction of the first lift above the geotextile over soft ground shall be limited to routing of placing and spreading equipment only. No sheepfoot type equipment will be allowed on the first lift. Subsequent lifts will be closely observed during compaction. If any foundation failures occur during compaction operations, lightweight compaction equipment shall be used. Pegs, pins or the manufacturer’s recommended method shall be used as needed to hold the geotextile in place until the specified cover material is placed. Under no circumstances shall cover material be dropped on unprotected geotextile from a height greater than three feet above the surface of the geotextile.

The geotextile shall be covered with the specified cover material as soon as possible. Geotextiles which have not been ultraviolet stabilized shall not remain uncovered for longer than seven days. Ultraviolet stabilized material shall not remain exposed for longer than 30 days.

Should the geotextile be torn or punctured or the overlaps or joints disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or roadbed distortion, the backfill around the damaged or displaced area shall be removed and the damaged geotextile repaired or replaced by the Contractor at no cost to the Owner. The repair shall consist of a patch of the same type geotextile placed over the ruptured area. The patch shall overlap the existing fabric a minimum of 18 inches from the edge of the rupture.

Measurement and Payment:

SUBGRADE SEPERATION GEOTEXTILE will be measured to the nearest square yard of surface area actually covered. No separate measurement will be made for construction of laps, seams, joints or patches, unless the Engineer orders more than the specified lap, in which case the added lap width will be measured. Payment shall include all materials, labor, equipment, and incidentals necessary to do the described work for:

SP-9. SUBGRADE SEPARATION GEOTEXTILE S.Y.

SP-10. 3/4" (-) CRUSHED ROCK BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included in SP-1 through SP-7 of these specifications. The installation shall be in accordance with the Project Plans, Engineering Specification ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in six (6) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item is for road base only. Aggregate used for trench backfill is incidental to pipe installation. 3/4" (-) Aggregate base shall have a minimum thickness of four (4) inches.

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

Measurement and Payment:

Measurement and payment for 3/4" (-) CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the Project Plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The unit price, per ton, shall include all materials, labor, equipment, and incidentals necessary to furnishing, placing and compacting:

SP-10. 3/4" (-) CRUSHED ROCK BASE TON

SP-11. 1-1/4" (-) CRUSHED ROCK BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included in SP-1 through SP-7 of these specifications. The installation shall be in accordance with the Project Plans, Engineering Specification ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in six (6) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item is for road base only. Aggregate used for trench backfill is incidental to pipe installation. 1-1/4" (-) Aggregate base shall have a minimum thickness of four (4) inches.

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 1-1/4" (-) CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the Project Plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The unit price, per ton, shall include all materials, labor, equipment, and incidentals necessary to furnishing, placing and compacting:

SP-11. 1-1/4" (-) CRUSHED ROCK BASETON

SP-12. 4" PERFORATED DRAINAGE PIPE

This work shall consist of, but not limited to, the trenching and installation of drainpipe under the road. Connection of drainage pipe to new or existing structures as shown in the Project Plans will be considered incidental to this item. Materials shall consist of specified pipes, bends, bands and other approved fittings, and specified drain rock backfill to complete the work. The drainpipe will be routed along the south side of the road as shown in the Project Plans. Pipe material shall be SDR 35 PVC or approved alternative with located drain holes drilled in the bottom of the pipe. The pipe shall be set a minimum of twelve (12) inches underneath the base aggregate layer for the HMA pavement. Four (4) inches of drain rock shall be laid and compacted to 95% of AASHTO T-99 maximum density under the final placement of pipe. Drain rock shall be used to fill and compact the trench in lifts not to exceed six (6) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between drain rock and existing soil. The pipe must have a minimum gradient of 1% unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES5, ES-6, ES-7, ES-19, ES-20, ES-21, ES-22, ES-23, and the Standard Drawings.

Two cleanouts are required and are considered **incidental** to this pay item. The cleanouts shall have two (2) 45° fittings, plug, cast-iron ring, and cover. The cleanout shall be set one quarter (1/4) inch below finished road grade. The clean-out shall be marked "CO", conform to ASTM A 48 Class 20 or better, and be rated for traffic loading.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill storm sewer pipes and make the necessary connections to existing catch basins, manholes, existing and proposed storm sewer pipes, and/or clean-outs.

Measurement and Payment:

Measurement for 4" PERFORATED DRAINAGE PIPE shall be by the linear foot as measured in the field, complete and including trench excavation and specified backfill. Geotextile fabric, bends, bands and fittings will be considered incidental to the installation of pipe but measurement will be

taken along the pipe centerline including bends and fittings. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-12. 4" PERFORATED DRAINAGE PIPE L.F.

SP-13. ½" SUPERPAVE HMA PAVEMENT

This work shall consist of paving back removed bituminous surfaces with hot mix asphalt pavement as shown in the Contract Plans and in accordance with ES-15, and these Specifications. This work shall take place after the aggregate base grade and compaction adjacent to curb are approved by the Engineer. This item shall consist of minimum two lifts of 1/2" Superpave HMA pavement surface course as specified in ES-15. Each lift shall not exceed 3" of compacted depth.

Asphalt shall have a minimum thickness of four (4) inches.

Do not apply asphalt if the roadway surface or weather conditions can prevent proper construction. Apply an asphalt tack coat to existing asphalt surfaces and to the surface of each course constructed, except the final course. Apply tack coat to transverse and longitudinal joints and the contact surfaces of curbing, gutters, manholes or other structures. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Preparation and fine tuning of base course shall be **incidental** to this item.

Measurement and Payment:

Measurement for ½" SUPERPAVE HMA PAVEMENT 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-13. ½" SUPERPAVE HMA PAVEMENT TON

SP-14. 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. Couplings shall include a steel shield reinforcement band to prevent invert

discontinuities between connected pipes. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill storm sewer pipes and make the necessary connections to existing catch basins, manholes, existing and proposed sanitary sewer pipes, and/or clean-outs.

Measurement and Payment:

Installation of 8" PVC STORM SEWER PIPE (CLASS D BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-14. 8" PVC STORM SEWER PIPE (CLASS D BACKFILL)..... L.F.

SP-15. 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.

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. 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-15. SANITARY SEWER MANHOLE (4' DIAMETER) EACH

SP-16. RECONNECT EXISTING SEWER SERVICE

This work shall consist of, but not limited to, the reconnection of storm or 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. Inverts of existing and new service lines must match and connections shall be made with a Fernco Shear Resistant Coupler or approved equal.

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-16. RECONNECT EXISTING SEWER SERVICE EA.

SP-17. 4” PVC SANITARY PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of four (4) inch PVC sanitary sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch minus (3/4”-) crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill trench with 95% compacted Three-quarter inch minus (3/4”-) crushed rock in lifts not to exceed six (6) inches of depth. The pipe must have a minimum gradient of two tenths (2/10) of a percent in order to produce a half-full pipe velocity of two (2) feet per second, unless otherwise approved by the Engineer. Class A backfill shall be used in landscaped areas, while Class D backfill shall be used beneath road and approach. Sanitary laterals shall include a clean-out as per the Standard Drawings and the Uniform Plumbing Code (UPC). Cleanouts shall be located at the edge of right of way or as directed by The Engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

All disturbed areas and landscaping shall be returned to their original condition, fertilized, raked, and seeded as per ES-23, ES-27, and ES-28. **Grass seed, landscaping and/or shrubbery replacement, [SBI] and labor is considered incidental to this pay item.**

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

Measurement and Payment:

Measurement for 4" PVC SANITARY PIPE (CLASS A BACKFILL) shall be by the linear foot as measured in the field, complete and including trench excavation and specified backfill. All bends, bands, fittings, grass seed, landscaping and shrubbery replacement, as well as any necessary removal of existing sanitary service lateral will be considered incidental to the installation of pipe. Measurement will be taken along the pipe centerline including bends and fittings. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-17. 4" PVC SANITARY PIPE (CLASS A BACKFILL)..... LF

SP-18. SANITARY SEWER BY-PASS

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 prevent unacceptable levels of sewage. The Contractor will be held responsible for any damage resulting from a failure to maintain design levels of flow.

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

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.

Measurement and Payment:

Measurement and payment for SANITARY SEWER BY-PASS 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-18. SANITARY SEWER BY-PASSLS

SP-19. 8" PVC STORM SEWER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of eight (8) inch PVC storm sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. Couplings shall include a steel shield reinforcement band to prevent invert discontinuities between connected pipes. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill trench with 95% compacted Three-quarter inch (3/4") minus crushed rock in lifts not to exceed six (6) inches of depth.. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill storm sewer pipes and make the necessary connections to existing catch basins, manholes, existing and proposed storm sewer pipes, and/or clean-outs.

Measurement and Payment:

Installation of 8" PVC STORM SEWER PIPE (CLASS D BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-19. 8" PVC STORM SEWER PIPE (CLASS D BACKFILL)..... L.F.

SP-20. 8" C-900 STORM SEWER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of eight (8) inch PVC storm sewer pipe in locations where potable/non-potable main separation requirements can't be met. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be water class C-900 PVC or approved alternative. Couplings shall include a steel shield reinforcement band to prevent invert discontinuities between connected pipes. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill trench with 95%

compacted Three-quarter inch (3/4") minus crushed rock in lifts not to exceed six (6) inches of depth.. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill storm sewer pipes and make the necessary connections to existing catch basins, manholes, existing and proposed storm sewer pipes, and/or clean-outs.

Measurement and Payment:

Installation of 8" C-900 STORM SEWER PIPE (CLASS D BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-20. 8" C-900 STORM SEWER PIPE (CLASS D BACKFILL)..... L.F.

SP-21. 4" PVC STORM PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of four (4) inch PVC storm sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch minus (3/4") crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density 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 must have a minimum gradient of two tenths (2/10) of a percent in order to produce a half-full pipe velocity of two (2) feet per second, unless otherwise approved by the Engineer. Class A backfill shall be used in landscaped areas, while Class D backfill shall be used beneath road and approach. Sanitary laterals shall include a clean-out as per the Standard Drawings and the Uniform Plumbing Code (UPC). Cleanouts shall be located at the edge of right of way or as directed by The Engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

All disturbed areas and landscaping shall be returned to their original condition, fertilized, raked, and seeded as per ES-23, ES-27, and ES-28. **Grass seed, landscaping and/or shrubbery replacement, [SB2]and labor is considered incidental to this pay item.**

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

Measurement and Payment:

Measurement for 4" PVC STORM_PIPE (CLASS D BACKFILL) shall be by the linear foot as measured in the field, complete and including trench excavation and specified backfill. All bends, bands, fittings, grass seed, landscaping and shrubbery replacement, as well as any necessary removal of existing sanitary service lateral will be considered incidental to the installation of pipe. Measurement will be taken along the pipe centerline including bends and fittings. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-21. 4" PVC STORM PIPE (CLASS D BACKFILL) LF

SP-22. STORM SEWER CATCH BASIN

This work shall consist of, but not limited to, the installation of A City of Moscow combination inlet. The installation shall be in accordance with the Project Plans, Engineering Specifications ES18, ES-19, ES-23, and the Standard Drawings. Catch basins shall be placed in the flow line of the street.

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

Measurement and Payment:

Measurement and payment for STORM SEWER CATCH BASIN shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, frame and grate, backfill, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-22. STORM SEWER CATCH BASIN.....EACH

SP-23. C900 WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of C900 DR18 water pipe including the required fittings, locating wire, and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

All fittings to install Tee's, crosses and connections to existing mains with the exception of hydrant Tees shall be **incidental** to this item.

Backfill for this work shall be in accordance with "Class D Backfill" from Standard Drawing #33B.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

- SP-23a. 8" C900 WATER PIPE (CLASS D BACKFILL) LF**
SP-23b. 16" C900 WATER PIPE (CLASS D BACKFILL)..... LF
SP-23c. 6" C900 WATER PIPE (CLASS D BACKFILL) LF

SP-24. 8" GATE VALVE

This work shall consist of, but not limited to, the installation of gate valve. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valve shall be paid per each with valve box. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

- SP-24a. 8" GATE VALVE EA**

SP-25. 16" BUTTERFLY VALVE

This work shall consist of, but not limited to, the installation of butterfly valve. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

Materials for this item shall meet ES-21 where applicable. The butterfly valves shall be 150 class butterfly valves and shall meet AWWA C-504 standards.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valve shall be paid per each with valve box. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-25. 16" BUTTERFLY VALVEEA

SP-26. WATER SERVICE REMOVE/REPLACE

This work shall consist of, but not limited to, removal and replacement of the water service line from the main to the meter setter. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-20, and the Standard Drawing 29. All pipe trenches within the roadway shall be class D backfill. All connections to the new main shall be done under the supervision of the water dept. or a designated inspector.

This item also includes the procurement and installation of meter boxes for water services within the project limits but does not include replacement of the meter or meter setter.

All disturbed areas and landscaping shall be returned to their original condition, fertilized, raked, and seeded as per ES-23, ES-27, and ES-28. **Grass seed, landscaping and/or shrubbery replacement, and labor is considered incidental to this pay item.**

This item includes everything required to complete this work including, but not limited to labor, valves, fittings, boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

WATER SERVICE REMOVE/REPLACE shall be shall be paid per the break down below. 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-26a. 1" CONNECTION TO WATER MAIN	EA
SP-26b. 2" CONNECTION TO WATER MAIN.....	EA
SP-26c. 1" WATER SERVICE HDPE POLY (CLASS D BACKFILL)	L.F.
SP-26d. 2" WATER SERVICE HDPE POLY (CLASS D BACKFILL).....	L.F.
SP-26e. 5/8" METER BOX	EA
SP-26f. 2" METER BOX.....	EA

SP-27. HYDRANT W/ TEE AND 6" GATE VALVE

This work shall consist of, but not limited to, the installation of hydrants with "T" fitting and 6" gate valve included. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-22, and the Standard Drawing 30. Each "T" fitting for each hydrant shall match the size of the main line feeding the lead with a 6" lateral for the lead.

Hydrants shall be constructed of PVC C-900 per ES-20 PIPE and shall override material call outs in STD DWG 30.

All disturbed areas and landscaping shall be returned to their original condition, fertilized, raked, and seeded as per ES-23, ES-27, and ES-28. **Grass seed, landscaping and/or shrubbery replacement, and labor is considered incidental to this pay item.**

This item includes everything required to complete this work including, but not limited to labor, valve, locating wire, fittings, valve boxes, fire hydrant, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Hydrant w/ Tee and gate valve shall be paid per each with valve box and 6" C900 leads shall be paid by linear foot. 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-27a. HYDRANT W/ TEE AND 6" GATE VALVE EA
SP-27b. 6" C-900 HYDRANT LEAD..... L.F.

SP-23. 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.

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. 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-16. SANITARY SEWER MANHOLE (4' DIAMETER) EACH

SP-28. ADJUST UTILITIES

This work shall consist of, but not limited to, the adjustment of valves, casings, junction boxes, catch basins, and other miscellaneous utility boxes to grade, as established by the Engineer. Utilities shall be adjusted in accordance with the Project Plans, Engineering Specification ES-17, and the Standard Drawings.

Valve boxes, casings, meter boxes, junction boxes, catch basins, 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 valves or water mains, due to the contractor's operation, shall be repaired at the contractor's expense.

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.

Measurement and Payment:

Adjust Utilities will be measured per each unit adjusted. 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-28. ADJUST UTILITIES.....EACH

SP-29. EROSION/SEDIMENT CONTROL AND TRACK-OUT PREVENTION

This item shall consist of, but not limited to, the procurement and implementation of equipment and or BMPs to prevent sedimentation and/or 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 run-off or vehicle tracking. Equipment like silt sacks, silt fence, waddles or other common industry practices shall be utilized to run-off conveyance and equipment like silt 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 EROSION/SEDIMENT CONTROL AND 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-29. EROSION/SED. CONTROL & TRACK-OUT PREV.L.S.

SP-30. 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-30. TRAFFIC CONTROL.....L.S.

SP-31. FORCE ACCOUNT

Perform work on a force account basis, if required by the contract or as directed. Record force account work on City-provided forms and submit at the end of each work day to allow immediate field verification. The Engineer will revise, as appropriate, the daily force account records and provide duplicate report sheets to the Contractor for signature. Duplicate report sheets, signed by the Engineer and the Contractor, are the true record of force account work.

Satisfactory Evidence/Documentation.

The Engineer will not approve force account work payment before the Contractor submits an itemized cost statement for that work. The Engineer will review the itemized statement and approve payment for the cost the Engineer deems reasonable based on experience and prevailing market rates. The Engineer may request the Contractor to submit additional evidence to support the cost. Submit the following information in itemized statements for force account work:

1. For labor: name, classification, dates worked, daily hours, total hours, labor rate, and extended amount for each laborer and foreman.
2. For equipment: designation, dates used, daily hours, total hours of actual operation and standby, rental rate, and extended amount for each equipment unit. Include the manufacturer's name or trademark, model number, and manufacture year with the designation.
3. For material: quantities, cost, and extensions, including source recover fees, royalties, and use tax.
4. Transportation cost for material, free on board (FOB), to the project site.
5. Documentation showing payment for invoiced items, including work, material, and transportation.

If providing material from the Contractor's stock for force account work, submit a signed verification of the following:

1. Material was provided from the Contractor's stock.
2. Material quantity was used for the force account work.
3. Material and transportation costs represent the Contractor's actual cost, excluding overhead.

Measurement and Payment:

The City will pay for FORCE ACCOUNT work based on the reviewed and approved Contractor itemized cost statement. This payment is full payment for performing the force account work.

Labor:

The City will pay for laborer and foremen performing approved force account work.

The City will pay the wage rate or scale approved in writing before beginning work.

The City will pay an amount equal to 120 percent of the sum of the direct labor cost. This payment is broken down into field office overhead (5 percent), home office overhead (10 percent), and profit (5 percent) totaling the additional 20 percent above direct labor cost. The City will not pay for costs deemed unreasonable.

Material:

For materials approved and used in the work, the City will pay for material costs, including transportation costs, source recovery fees, royalties, and use or sales tax.

The City will pay the Contractor an additional 15 percent of this sum as pay for field office overhead, home office overhead, and profit.

Equipment.

The City will pay the Contractor for machinery or special equipment (other than small tools) on force account work as specified in this subsection. Obtain written approval of the rental rates established in this subsection before beginning the force account work.

The City will pay the Contractor an additional 10 percent of the hourly operated rate, calculated above, as pay for field office overhead, home office overhead, and profit.

SP-A1. REMOVE/DISPOSE WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the excavation, removal, and disposal of decommissioned water main regardless of size or material. The backfill of all trenching necessary to removal decommissioned water main shall be Class D Backfill.

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

Measurement and Payment:

REMOVE/DISPOSE WATER PIPE (CLASS D BACKFILL) shall be paid per linear foot. 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-A1. REMOVE/DISPOSE WATER PIPE (CLASS D BACKFILL)..... L.F.

SP-B1. REMOVE/DISPOSE SEWER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the excavation, removal, and disposal of decommissioned sewer main regardless of size or material. The backfill of all trenching necessary to removal decommissioned water main shall be Class D Backfill.

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

Measurement and Payment:

REMOVE/DISPOSE SEWER PIPE (CLASS D BACKFILL) shall be paid per linear foot. 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-B1. REMOVE/DISPOSE SEWER PIPE (CLASS D BACKFILL)..... L.F.

SP-C1. REMOVALS AND DISPOSALS

Specifications for this item shall match SP-2 of these specifications.

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 OF CONCRETE CURB TYPE A shall be by the linear foot as measured in the field. REMOVE / DISPOSE OF CONCRETE APPROACH shall be by the square yard as measured in the field. REMOVE / DISPOSE OF STORM PIPE shall be by the linear foot as measured in the field. Measurement for REMOVE / DISPOSE OF CATCH BASIN will be measured per each. 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-C1a. REMOVE / DISPOSE OF BITUMINOUS SURFACE..... S.Y.

SP-C1b. REMOVE / DISPOSE OF STORM MANHOLE EACH

SP-C1c. REMOVE / DISPOSE OF CATCH BASIN EACH

SP-C1d. REMOVE / DISPOSE OF STORM PIPE (NO BACKFILL) L.F.

SP-C2. 8" PVC STORM SEWER PIPE (CLASS D BACKFILL)

Specifications for this item shall match SP-19 of these specifications.

Measurement and Payment:

Installation of 8" PVC STORM SEWER PIPE (CLASS D BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-C2. 8" PVC STORM SEWER PIPE (CLASS D BACKFILL)..... L.F.

SP-C3. STORM 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.

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

Measurement and Payment:

STORM SEWER MANHOLE (4' DIAMETER) be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, ring, risers, and cover and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-C3. STORM SEWER MANHOLE (4' DIAMETER)..... EACH

SP-C4. STORM SEWER CATCH BASIN

Specifications for this item shall match SP-22 of these specifications.

Measurement and Payment:

Measurement and payment for STORM SEWER CATCH BASIN shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, frame and grate, backfill, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-C4. STORM SEWER CATCH BASIN..... EACH

SP-C5. RECONNECT EXISTING SEWER SERVICE

Specifications for this item shall match SP-16 of these specifications.

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-C5. RECONNECT EXISTING SEWER SERVICE EA.

SP-C6. 4" PVC STORM PIPE (CLASS D BACKFILL)

Specifications for this item shall match SP-21 of these specifications.

Measurement and Payment:

Measurement for 4" PVC STORM PIPE (CLASS D BACKFILL) shall be by the linear foot as measured in the field, complete and including trench excavation and specified backfill. All bends, bands, fittings, grass seed, landscaping and shrubbery replacement, as well as any necessary removal of existing sanitary service lateral will be considered incidental to the installation of pipe. Measurement will be taken along the pipe centerline including bends and fittings. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-C6. 4" PVC STORM PIPE (CLASS D BACKFILL) LF

SP-C7. ½" SUPERPAVE HMA PAVEMENT

Specifications for this item shall match SP-13 of these specifications.

Measurement and Payment:

Measurement for ½" SUPERPAVE HMA PAVEMENT 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-C7. ½" SUPERPAVE HMA PAVEMENT TON

APPENDIX I

PROJECT DRAWINGS

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2 - 3	SANITARY PLAN AND PROFILE
4 - 6	WATER PLAN AND PROFILE
7 - 9	STORM PLAN AND PROFILE
10 - 11	SURFACE RESTORATION PLAN
12	A ST. AND WASHINGTON INT. DETAILS
13	DETAILS
14 - 24	STD DWG: 7,18,21,22,26,28,29,30,31,33B,36

CITY OF MOSCOW

'A' STREET RECONSTRUCTION -

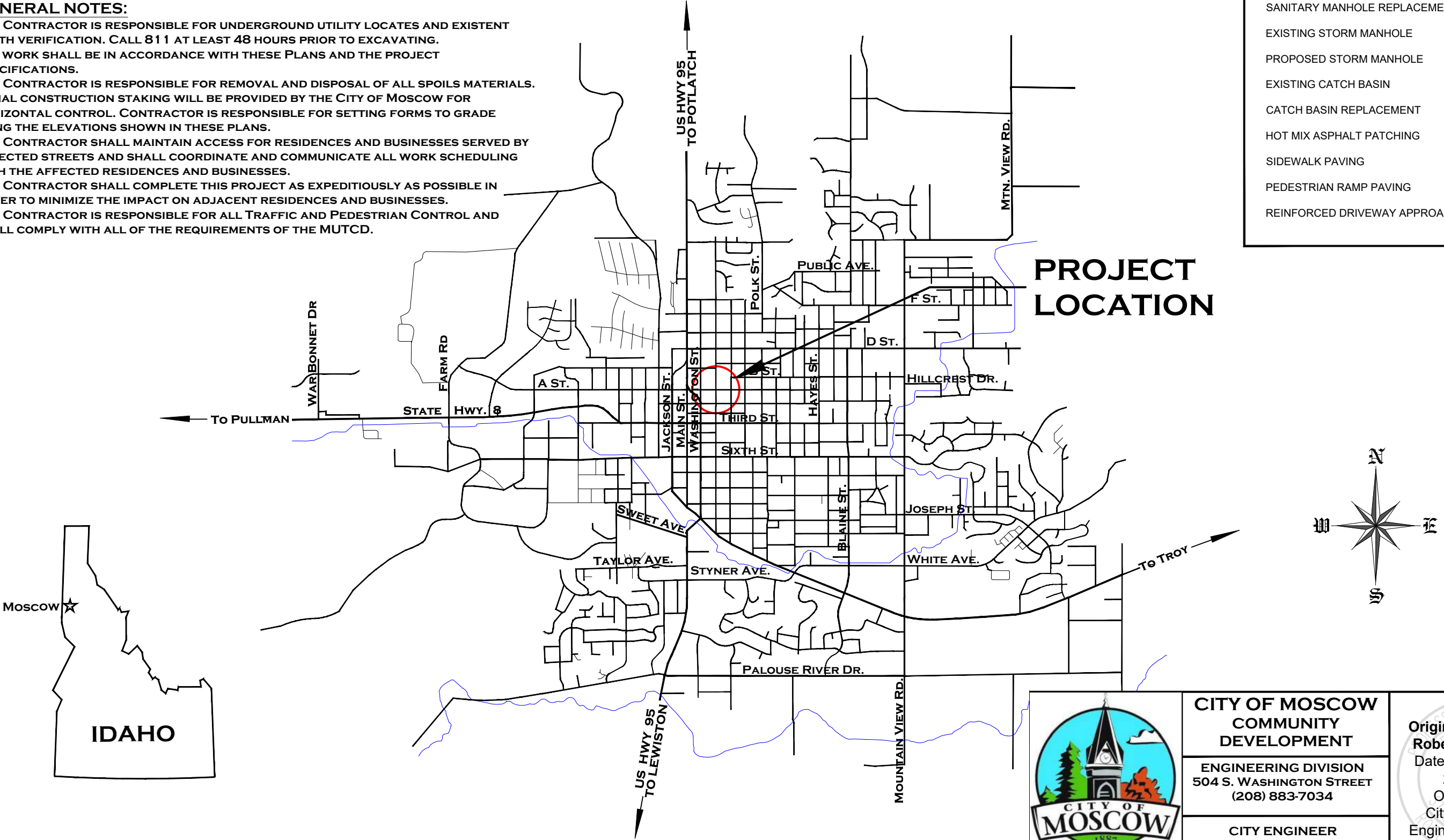
WASHINGTON ST. TO ADAMS ST.

PROJECT NO. 106-025

LEGEND	
TYPE A CURB	
EXISTING SANITARY SEWER PIPE	
EXISTING STORM SEWER PIPE	
PROPOSED STORM SEWER PIPE	
EXISTING WATER PIPE	
EXISTING SANITARY MANHOLE	
SANITARY MANHOLE REPLACEMENT	
EXISTING STORM MANHOLE	
PROPOSED STORM MANHOLE	
EXISTING CATCH BASIN	
CATCH BASIN REPLACEMENT	
HOT MIX ASPHALT PATCHING	
SIDEWALK PAVING	
PEDESTRIAN RAMP PAVING	
REINFORCED DRIVEWAY APPROACH	

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 MUTCD.



PROJECT
LOCATION

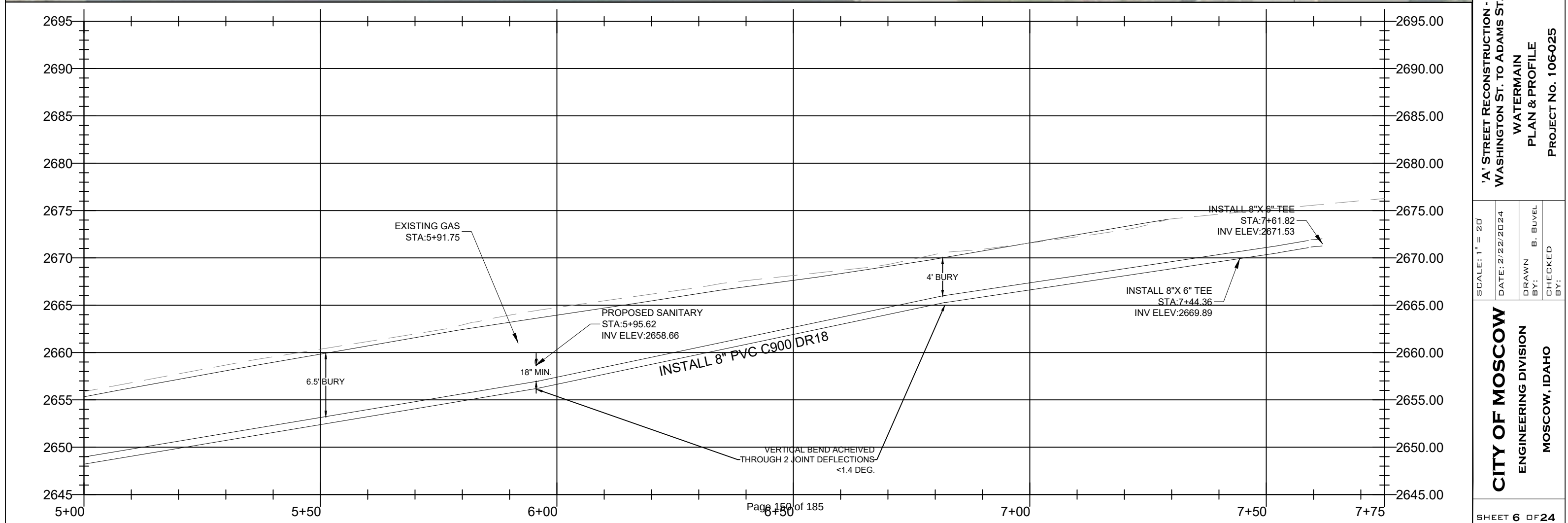
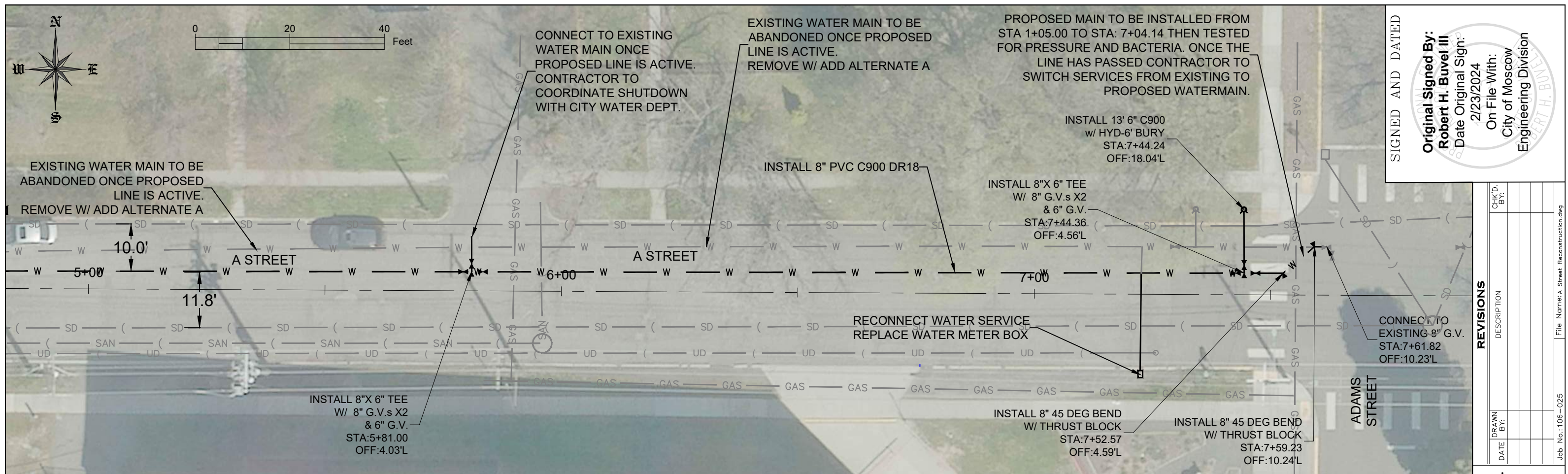


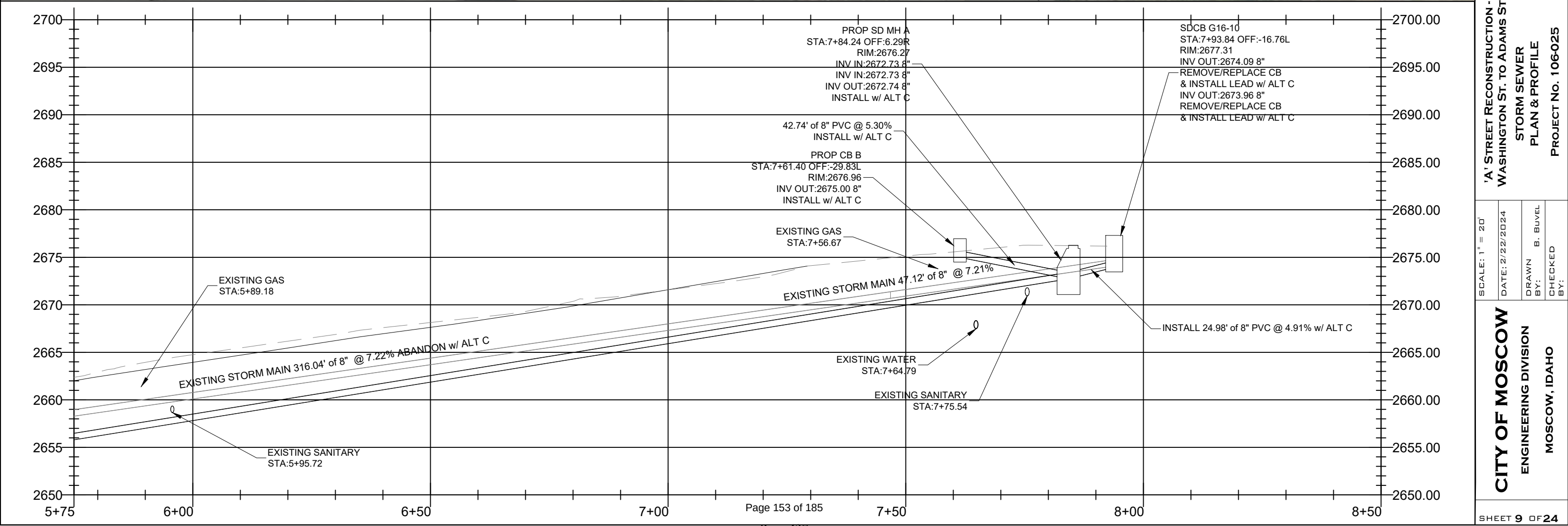
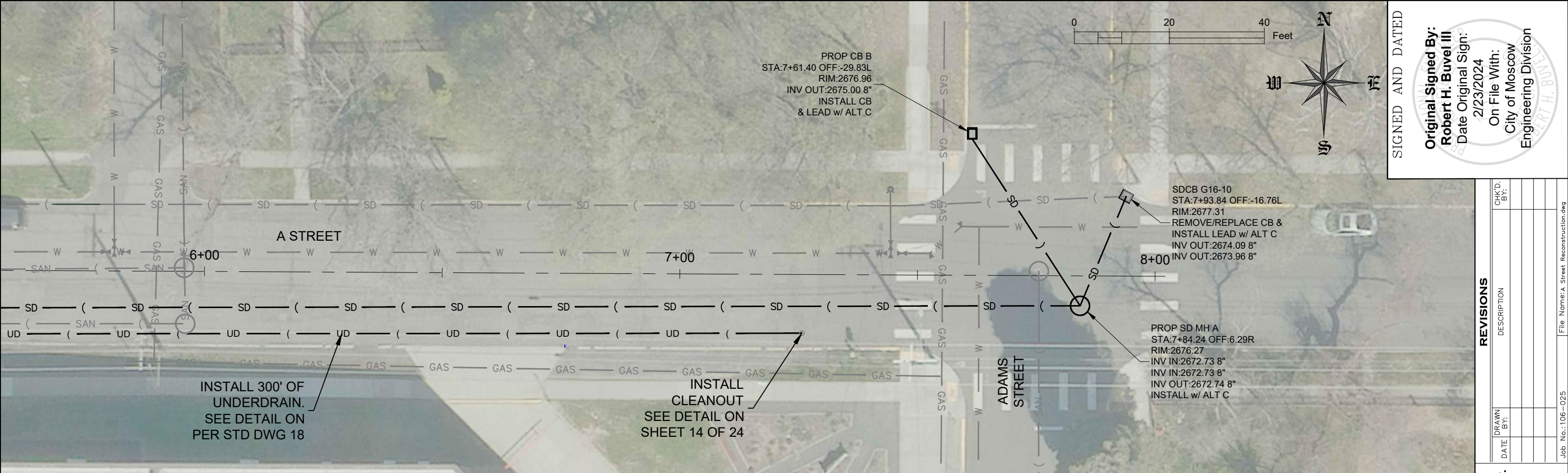
CITY OF MOSCOW
COMMUNITY
DEVELOPMENT

ENGINEERING DIVISION
504 S. WASHINGTON STREET
(208) 883-7034

CITY ENGINEER
SCOTT BONTRAGER

Original Signed By:
Robert H. Buvel III
Date Original Sign:
2/23/2024
On File With:
City of Moscow
Engineering Division





SIGNED AND DATED

Original Signed By:
Robert H. Buvel III

Date Original Sign:
2/23/2024

On File With:
City of Moscow
Engineering Division

REVISIONS

CHK'D. BY:	DESCRIPTION

DATE

DRAWN BY:

Job No.: 106-025

File Name: A Street Reconstruction.dwg

'A' STREET RECONSTRUCTION -
WASHINGTON ST. TO ADAMS ST.

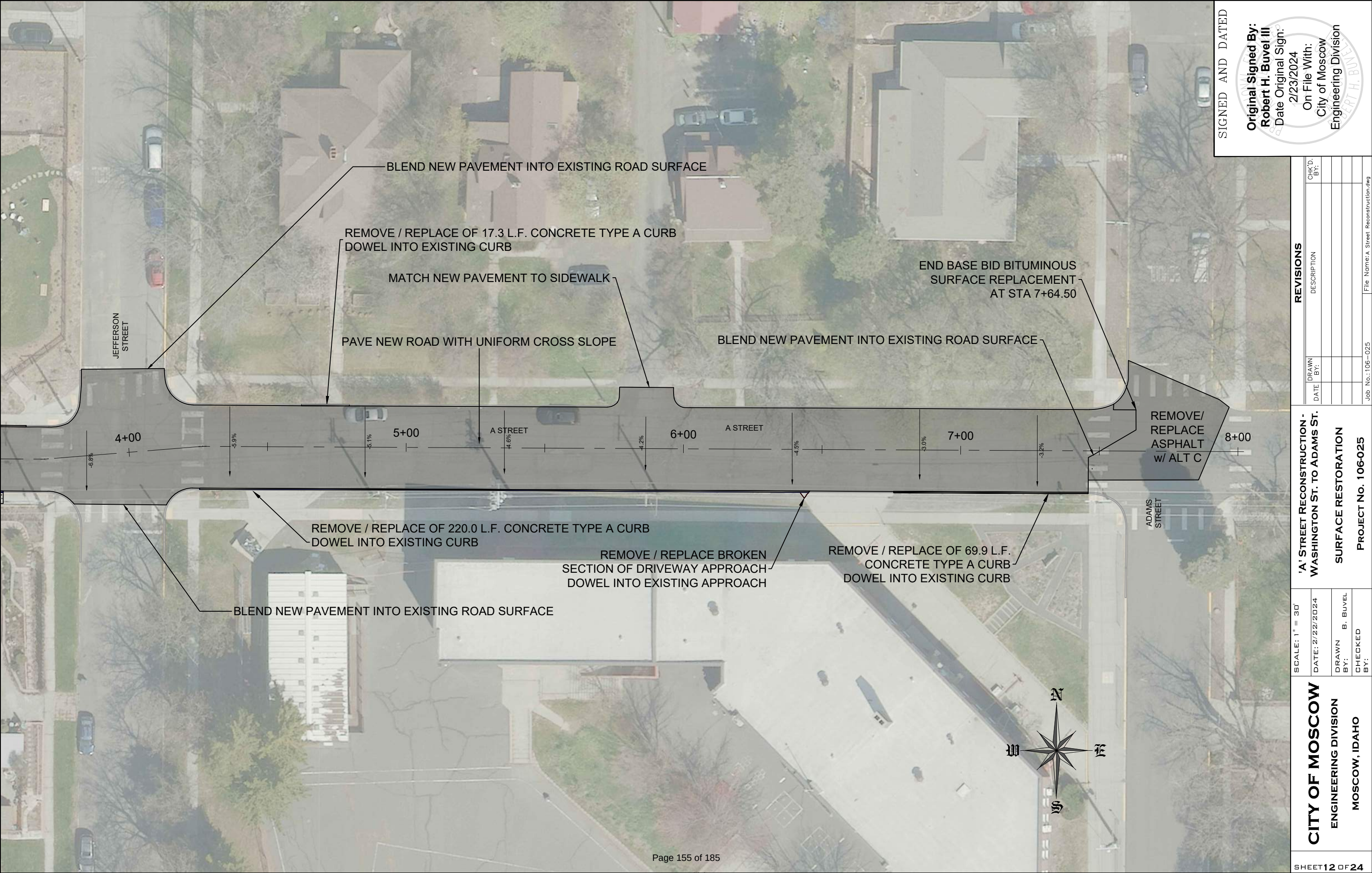
STORM SEWER
PLAN & PROFILE

PROJECT No. 106-025

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

DRAWN BY: B. BUVEL
CHECKED BY:

SHEET 9 OF 24



SIGNED AND DATED

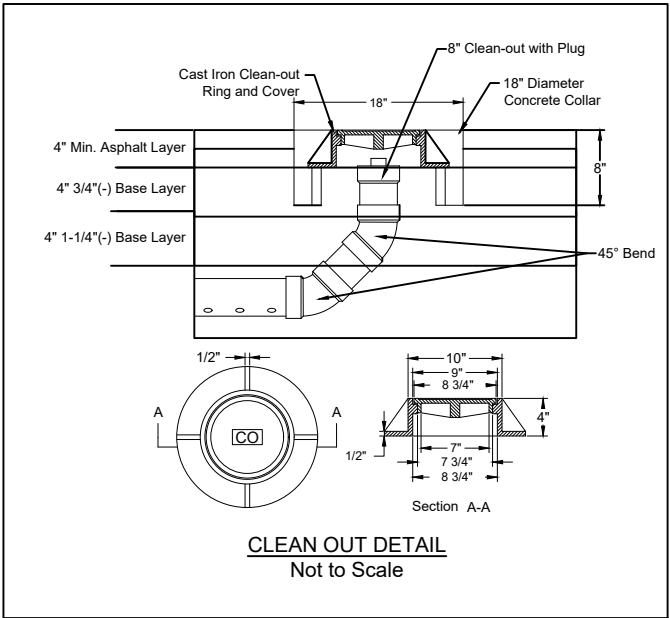
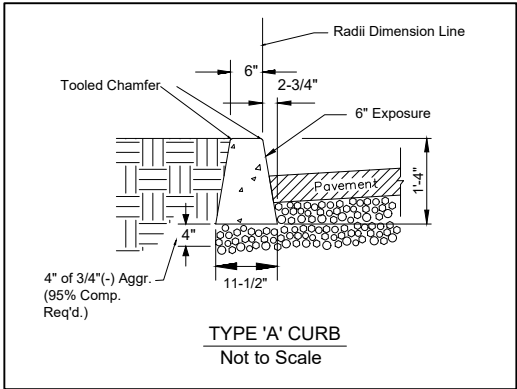
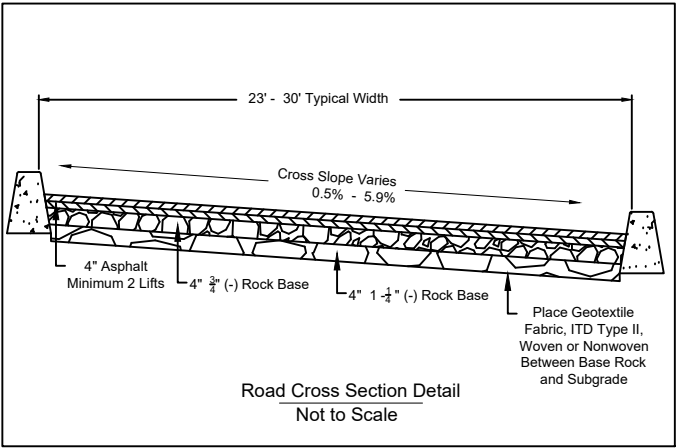
Original Signed By:
Robert H. Buvel III
Date Original Sign:
2/23/2024
On File With:
City of Moscow
Engineering Division

REVISIONS		
DATE	DRAWN BY:	DESCRIPTION
Job No.: 106-025		File Name: A Street Reconstruction.dwg

'A' STREET RECONSTRUCTION -
WASHINGTON ST. TO ADAMS ST.
SURFACE RESTORATION
PROJECT NO. 106-025

SCALE: 1" = 30'
DATE: 2/22/2024
DRAWN BY: B. BUVEL
CHECKED BY:

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

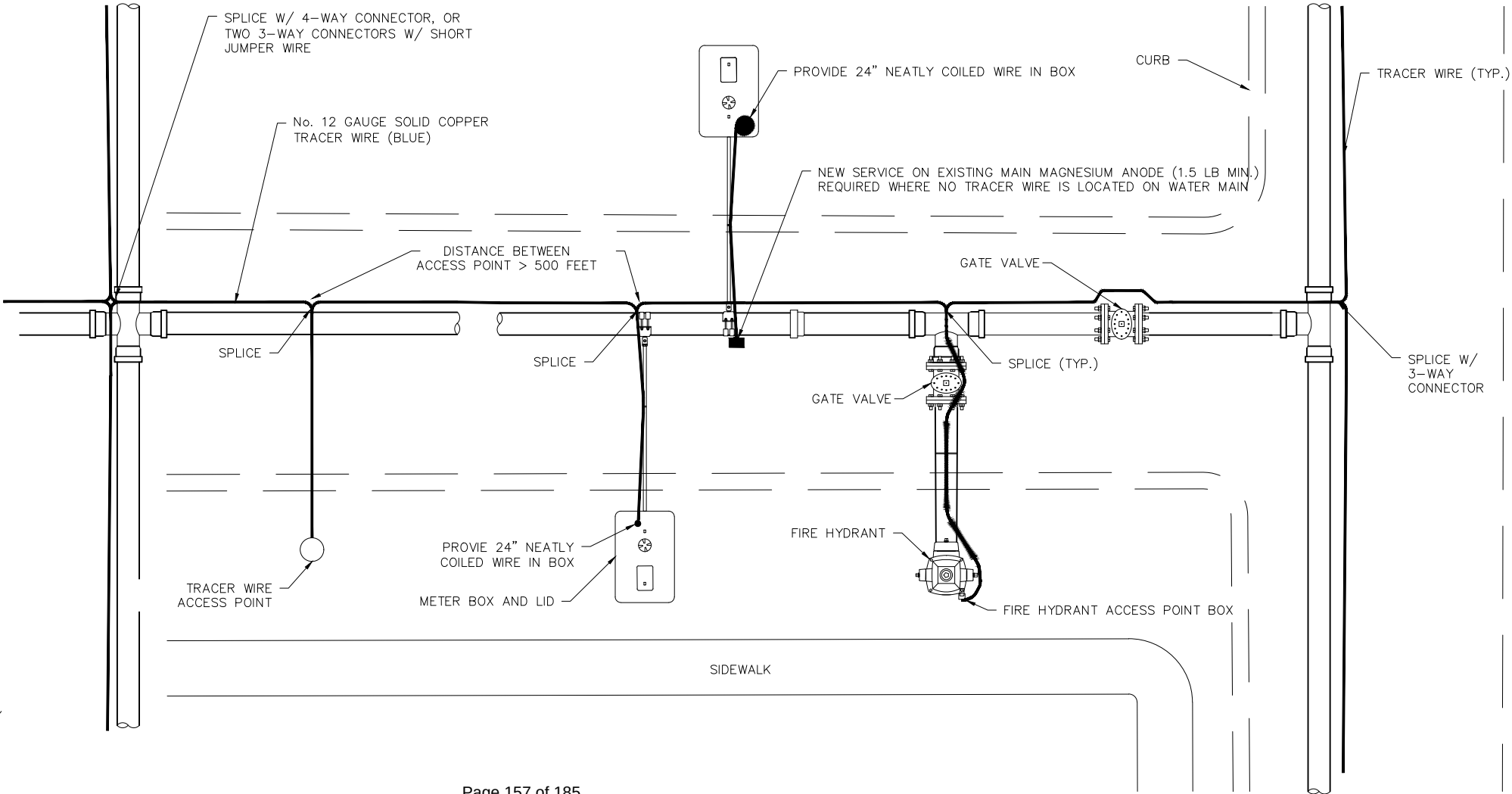


SIGNED AND DATED

PRELIMINARY

NOTES:

1. MATERIALS AND INSTALLATION FOR TRACER WIRE, ACCESS POINT BOX, MAGNESIUM GROUND ROD, MARKING TAPE AND DIRECT BURY SPLICES PER PROJECT SPECIFICATIONS.
2. TRACER WIRE SHOWN AWAY FROM PIPE FOR CLARITY. TRACER WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE PIPE. TRACER WIRE SHALL BE FASTENED TO THE PIPE WITH ZIP TIES AT TEN FOOT (10') INTERVALS.
3. WHERE THE DISTANCE BETWEEN ACCESS POINTS IS GREATER THAN 500 FEET, AN ACCESS POINT BOX WILL BE REQUIRED.
4. BRANCH CONNECTION TRACER WIRE SHALL BE A SINGLE TRACER WIRE PROPERLY SPLICED TO THE MAIN LINE TRACER WIRE. ALL SPLICES SHALL BE DONE WITH DIRECT BURY SPLICE KITS PER PROJECT SPECIFICATIONS.
5. TRACER WIRE SHALL BE GROUNDED AT ALL DEAD ENDS. WHEN TYING INTO EXISTING MAIN, IF EXISTING WIRE IS NOT SHOWN TO BE ADEQUATE TO MEET THE NEEDS OF PROJECT SPECIFICATIONS, A GROUND AND VALVE ACCESS POINT BOX SHALL BE INSTALLED AT TIE-IN POINT.
6. TRACER WIRE SHALL BE GROUNDED AT ALL DEAD ENDS TO 1.5 LB MAGNESIUM ANODES PER PROJECT SPECIFICATIONS.
7. MARKING TAPE NOT SHOWN FOR CLARITY. INCLUDE MARKING TAPE 18"-24" ABOVE PIPE.
8. TRACER WIRE SHALL BE TESTED BY THE CONTRACTOR FOR CONTINUITY FOLLOWING BURIAL IN THE PRESENCE OF THE CITY INSPECTOR. IF TRACER WIRE IS FOUND TO NOT BE CONTINUOUS AFTER TESTING, THE CONTRACTOR SHALL REPAIR OR REPLACE THE FAILED SEGMENT OF LINE.



REVISIONS			
DATE	DRAWN BY:	DESCRIPTION	CHK'D. BY:
Job No.: 106-025			File Name: A Street Reconstruction.dwg

'A' STREET RECONSTRUCTION -
WASHINGTON ST. TO ADAMS ST.

PROJECT DETAILS

PROJECT No. 106-025

SCALE: NTS	DATE: 1/30/2024	DRAWN BY: B. BUVEL	CHECKED BY:

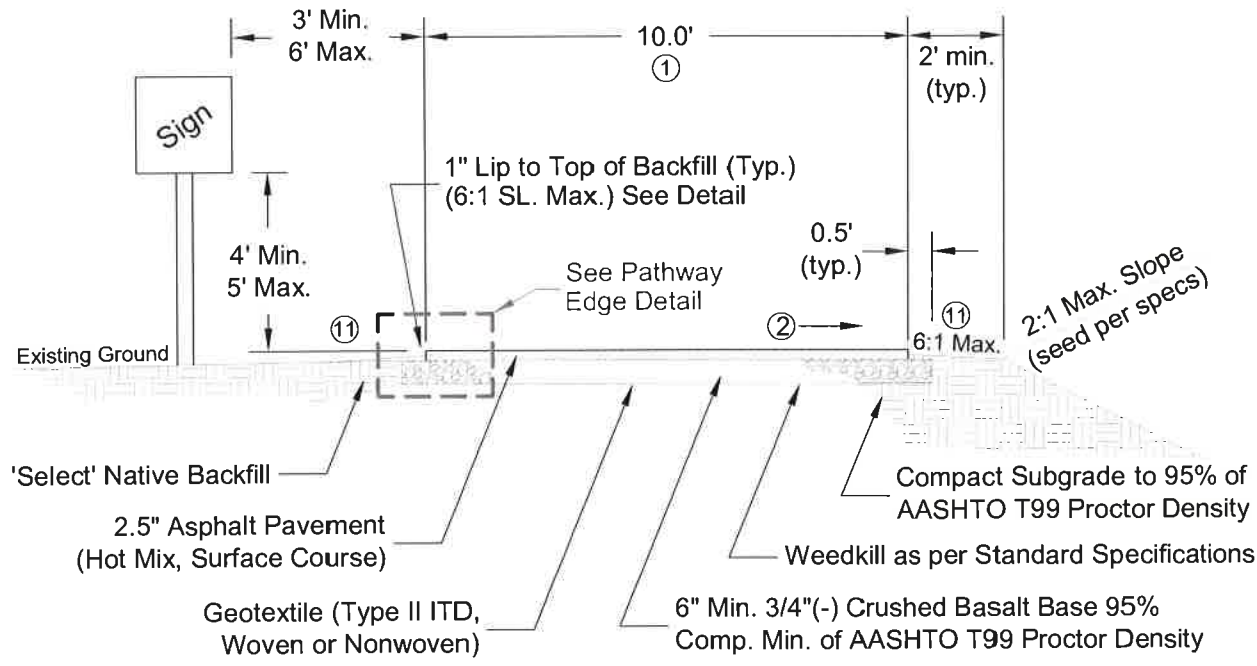
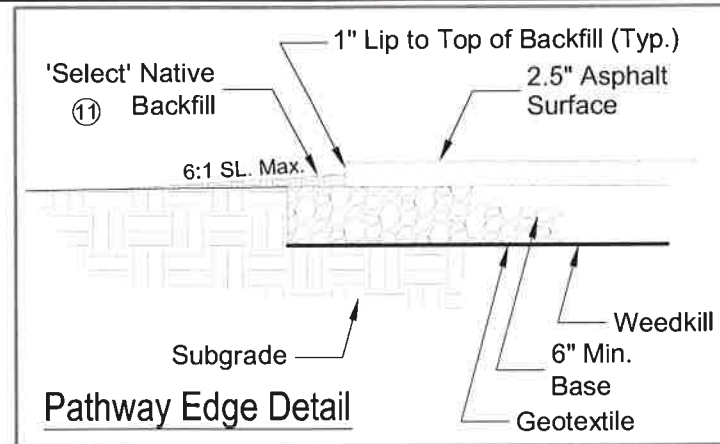
CITY OF MOSCOW

ENGINEERING DIVISION

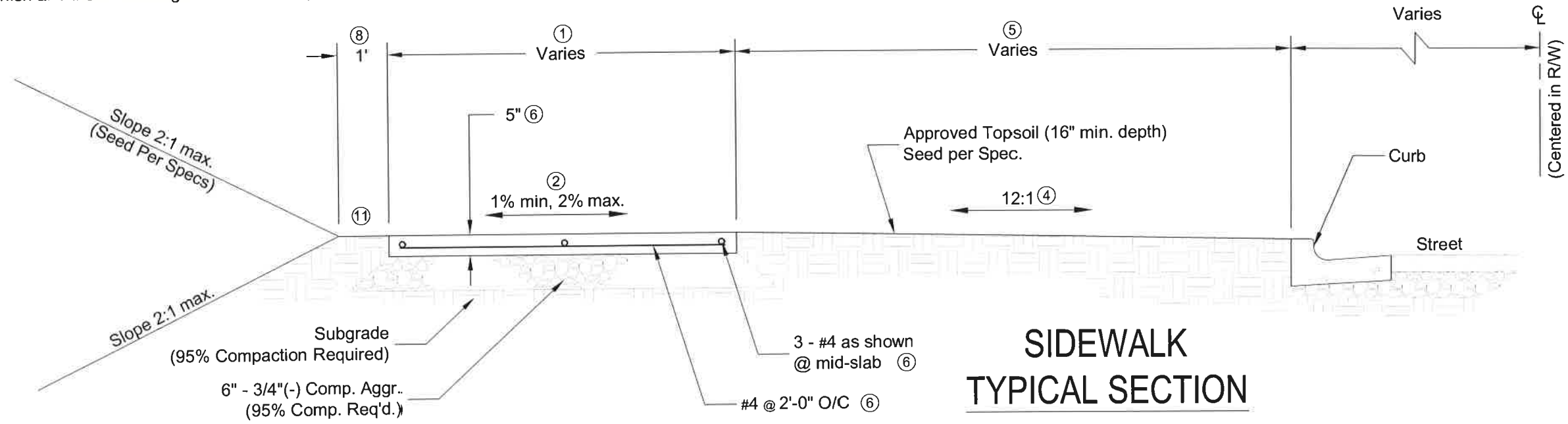
MOSCOW, IDAHO

NOTES:

1. Minimum sidewalk widths shall be five feet (5') for local streets. For sidewalk widths for collectors and arterials, see Standard Street Section Drawings. Pathway width shall be ten feet (10') unless otherwise approved by the City Engineer.
2. Maximum cross slope of 2.0%; minimum cross slope of 1% - pathway cross slope may be 'crown' or 'shed'. Maximum sustained longitudinal grade for pathways of 5%. Pathways shall be free of humps, dips, or unnecessary curves.
3. Curb and sidewalk may be cast monolithic for repairs only with prior approval of City Engineer.
4. Slope from sidewalk to back-of-curb may not exceed 12:1 without City Engineer's approval.
5. Green strip required between curb and sidewalk width as specified in Standard Street Section Drawings. In areas of excessive cuts and fills, width may be reduced, as approved by the City Engineer.
6. Sidewalks shall be five inches (5") thick as shown on this drawing - with the following exceptions:
 - a. Sidewalks through driveways shall be six inches (6") thick and constructed per the Std. Dwg. for Driveway Approaches.
 - b. Sidewalks constructed adjacent to rolled curb shall be six inches (6") thick and reinforced as shown on this drawing.
 - c. Reinforcement as directed by City Engineer.
7. Coarse broom finish sidewalk concrete perpendicular to the long axis of sidewalk; light broom finish curb concrete parallel to the long axis of curb.
8. This dimension shall be four feet (4') where standard franchise utility pedestals (excluding transformers) are to be located and shall be six feet (6') where pedestals and an AVISTA power transformer pad is required (see Standard Drawing for Franchise Utility Details).
9. Any trees adjacent to or with branches overhanging the pathway shall be kept trimmed such that ten feet (10') of both vertical and horizontal clearance exists between any branches and the pathway. Landscape vegetation cannot overhang sidewalk.
10. If fall protection is required by code, railing should be installed with a minimum height of 42" and a minimum height of 54" for bridges. Railing style must be approved by City Engineer.
11. 'Select' native backfill shall be free of clods, roots, gravel, and other inert material and shall be neatly graded to blend with the path and the adjoining ground. Backfill shall be compacted to 90% within 2' of path edge.
12. Furnish and install drainage culverts as required and as directed by the City Engineer.

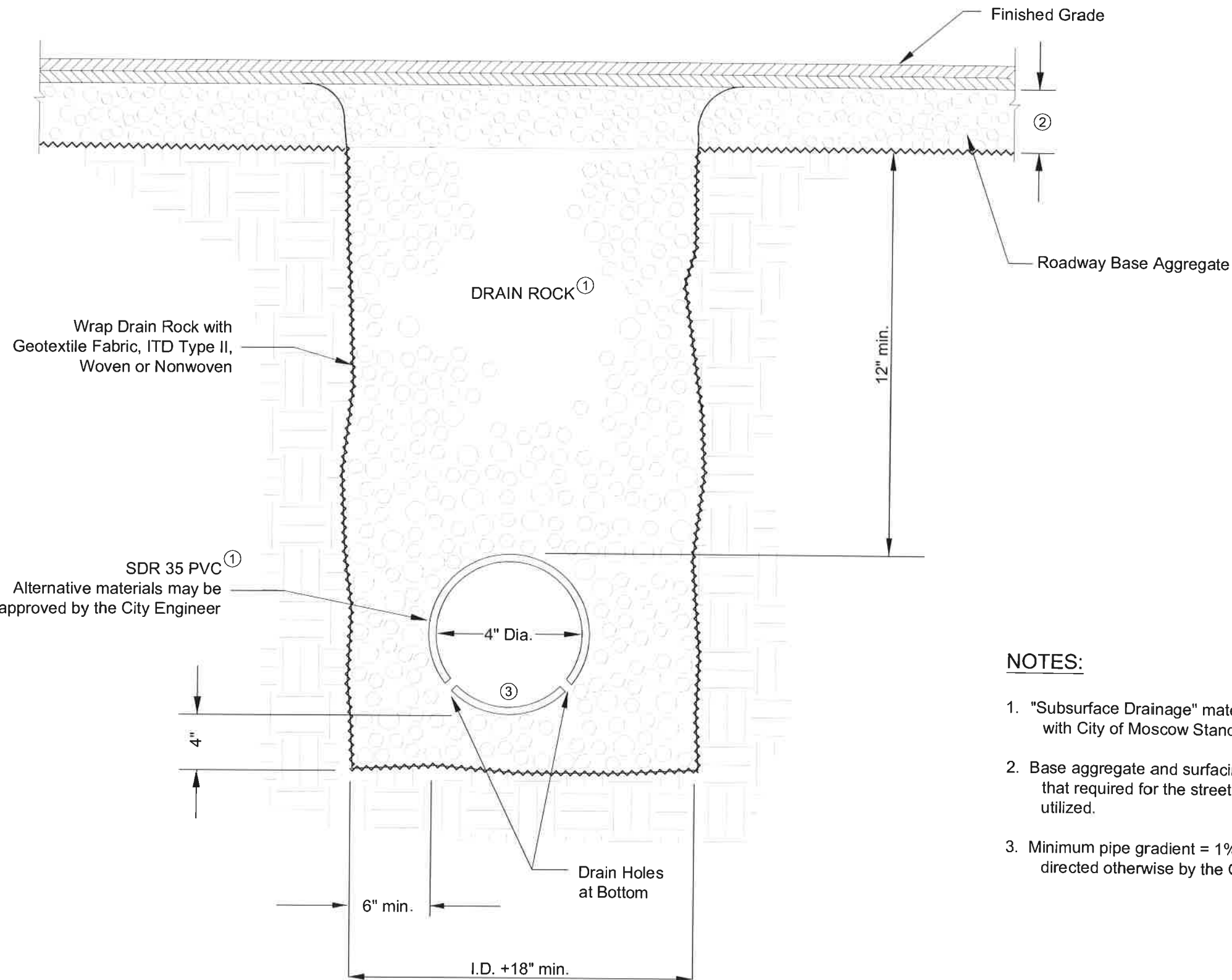


PATHWAY
TYPICAL SECTION



SIDEWALK
TYPICAL SECTION

REVISIONS		SIGNED AND DATED	DRAFTED BY:	CHECKED BY:	DRAWING SCALE:	DATE:
DESCRIPTION	DATE					
			C. Edwards	K. Lilly	NTS	3-5-2014
SIDEWALKS & PATHWAYS		CITY OF MOSCOW ENGINEERING DEPARTMENT				
DRAWING NUMBER:		7				



TYPICAL SECTION

NOTES:

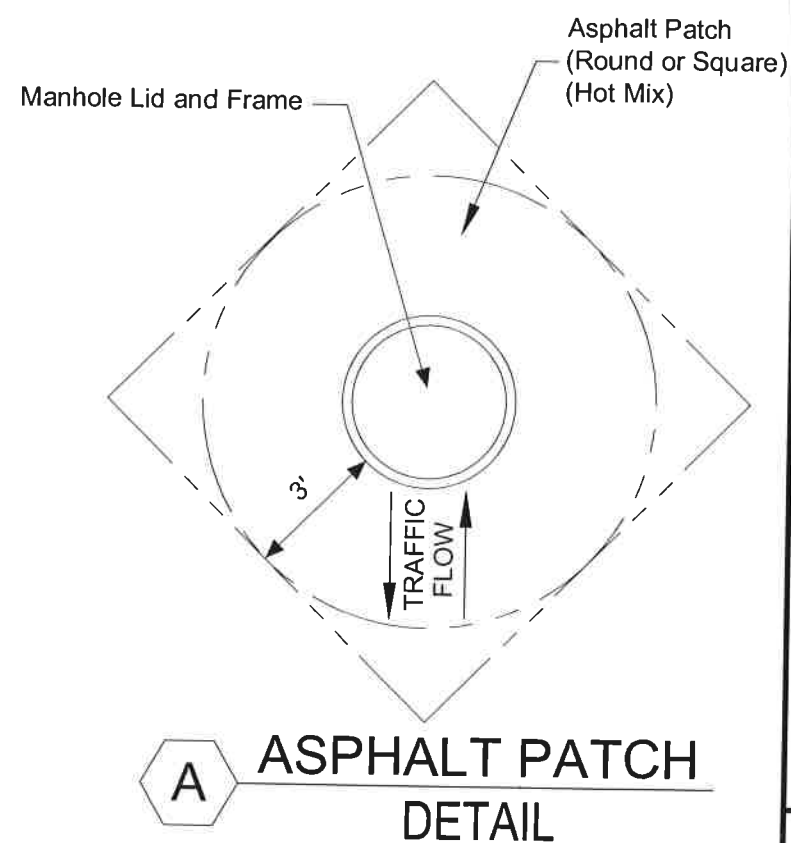
1. "Subsurface Drainage" materials and installation shall comply with City of Moscow Standard Construction Specifications.
2. Base aggregate and surfacing depth and type to be the same as that required for the street section where this trench backfill is utilized.
3. Minimum pipe gradient = 1% unless specifically allowed or directed otherwise by the City Engineer.

REVISIONS		SIGNED AND DATED	DRAFTED BY:	CHECKED BY:	DRAWING SCALE:	DATE:
DATE	DESCRIPTION					
			KWK/CEE	K. Lilly	NTS	3-3-2014
SUBSURFACE DRAINAGE			CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER: 18						



NOTES:

1. Precast bases are preferred.
2. Steps shall not be installed in the manholes.
3. Manholes located in paved areas shall have asphaltic hot mix patch four inches (4") thick with top course mix restoring surface to exact line and grade of street. Manhole lids in new pavement shall be raised and adjusted to finished grade after completion of street paving.
4. Manholes located in unpaved streets or alleys shall have their lids adjusted to two inches (2") below gravel surface.
5. All cast-in-place concrete shall be troweled very smooth.
6. All joints between precast manhole/sections shall be very smooth.
7. All flow across manholes shall be one-tenth of a foot (0.1') fall, unless the flow changes direction more than 45°, then the fall shall be two-tenths of a foot (0.2') or greater.
8. Channels shall be as per Standard Drawing for Manhole Base Details.
9. Lids shall be set a quarter inch ($\frac{1}{4}$ ") below the existing paved street grade.
10. Flat slab top allowed on shallow manholes.
11. Contractors shall comply with the most current OSHA requirements for excavation.
12. WSDOT Catch Basin Type 2 may be required at certain locations by the City Engineer in place of this manhole standard.

[illegible]

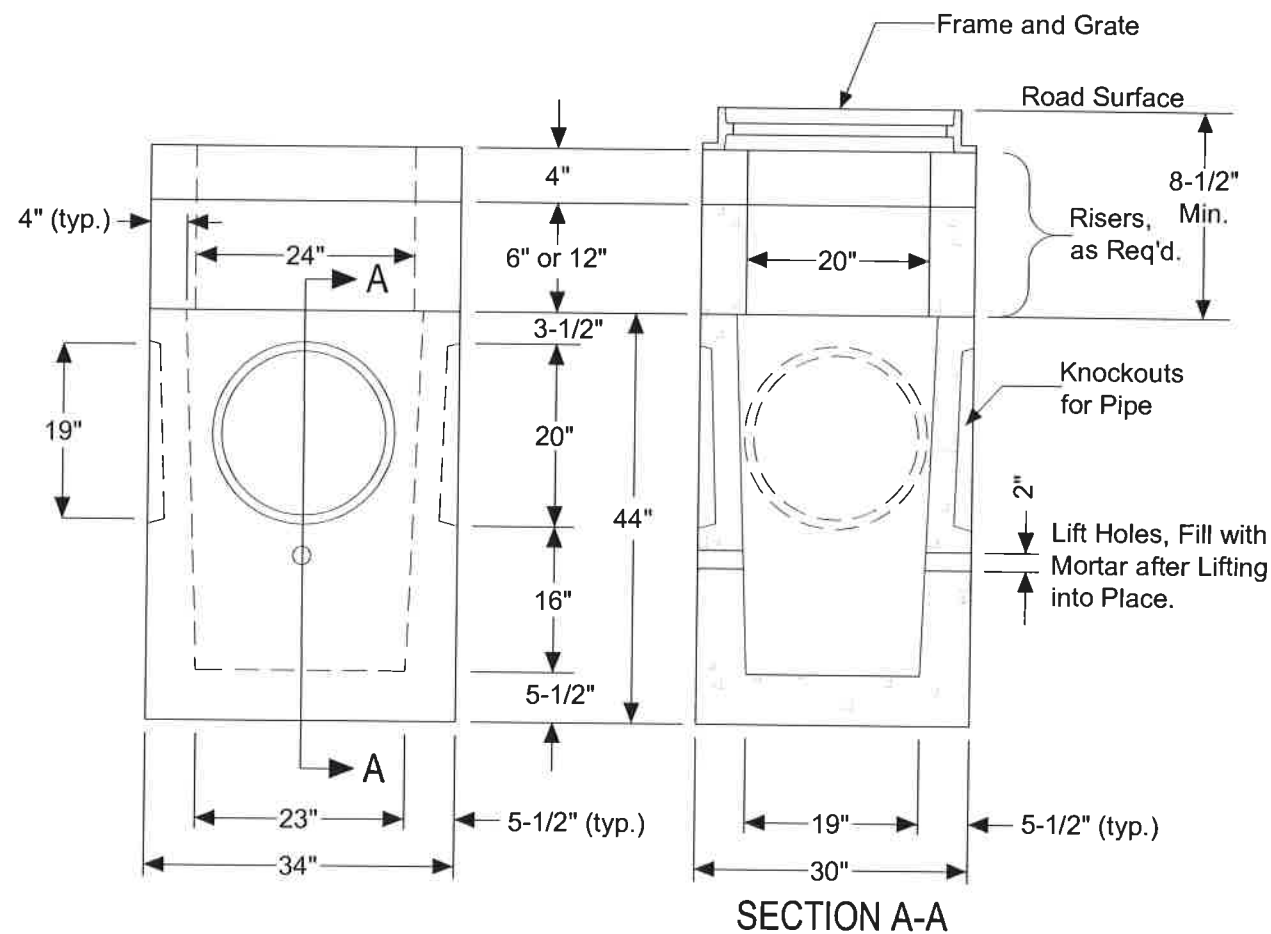


-
- Manhole Ring and Cover
- Mastic Gasket (15)
Complete Coverage
ALL JOINTS (Outside Exposure)
- 3' (typ.)
- TRAFFIC FLOW
- Asphalt Patch (Round or Square) (Hot Mix)
- MORTAR (inside joints)

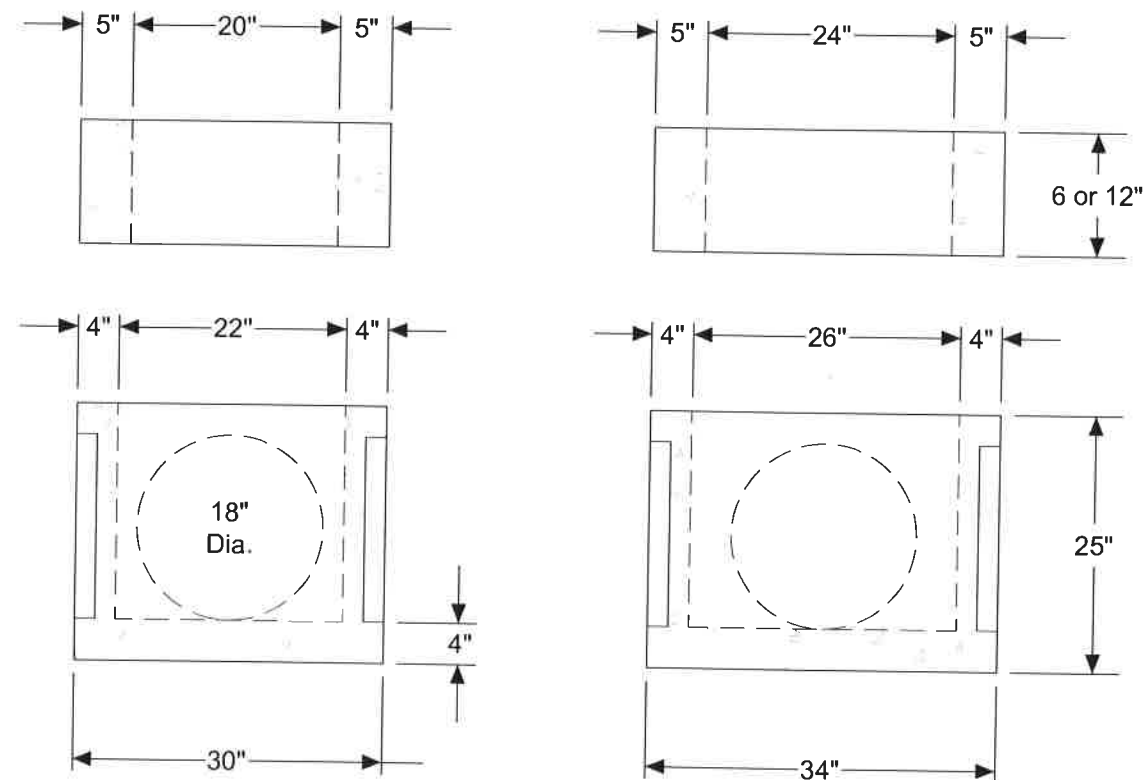
ASPHALT PATCH DETAIL

JOINT DETAIL

Page 445



CATCH BASIN



CATCH INLET

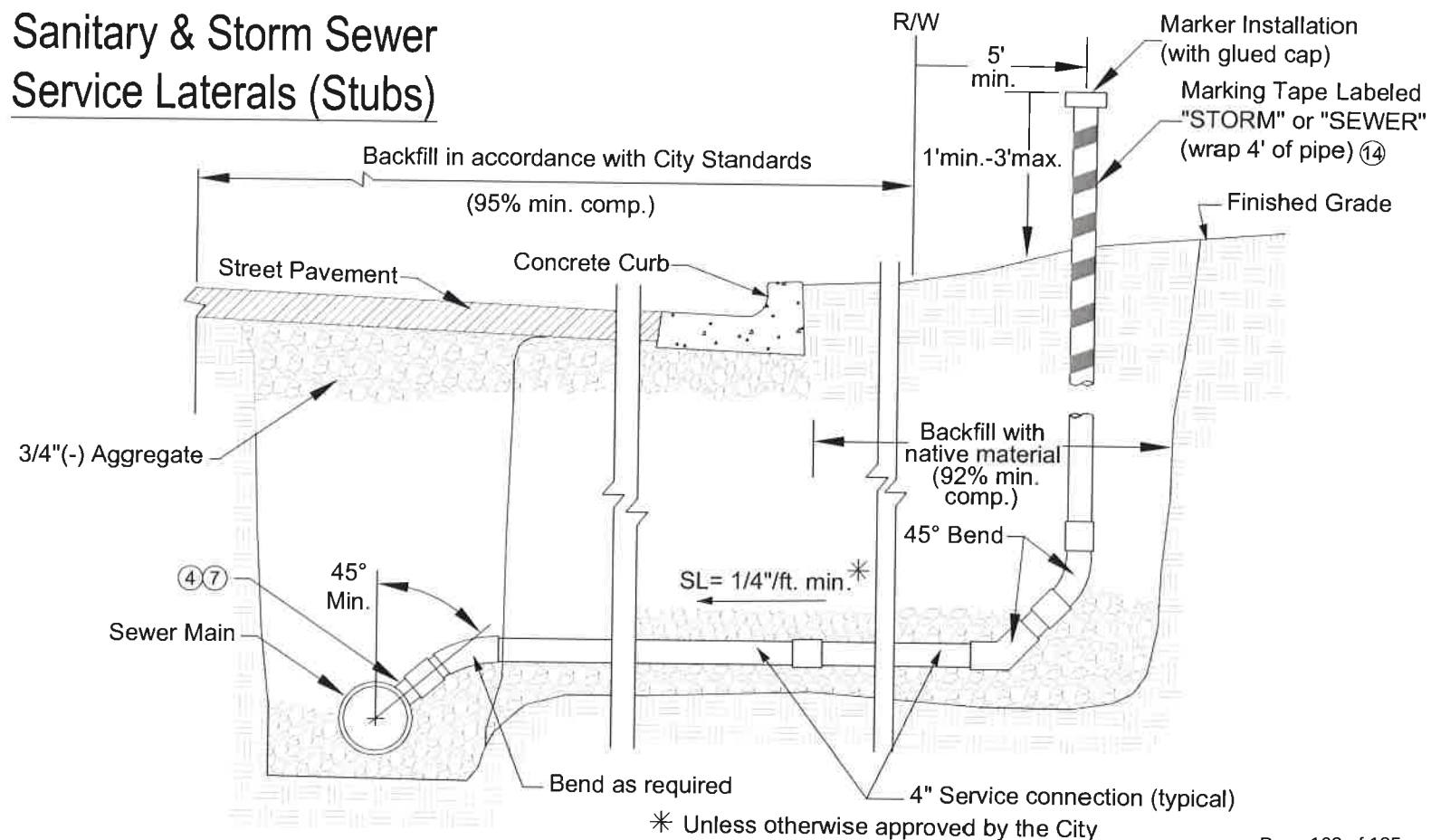
NOTES:

- Catch Basins shall be used in all City streets, City parking lots, and City alleys for catchment and conveyance of surface runoff. Catch Inlets are not to be used in these locations unless specifically allowed by the City Engineer.
- Catch Basin shall be precast concrete per WSDOT Catch Basin Type 1 and Catch Inlets per WSDOT Concrete Inlet, unless otherwise approved by the City Engineer.
- Catch Basins located in paved areas shall have asphaltic patch four inches (4") thick (in two lifts) restoring surface to original line and grade. (see note 6)
- Catch basins located in gravel streets or alleys shall have grate adjusted two inches (2") below gravel surface.
- All pipes shall protrude 1"-2" into the basin and shall be neatly mortared all around (inside and outside). Exit pipe to manhole or storm main shall have 1'-6" minimum cover.

- Catch Basins shall be set 0.10 foot lower than adjoining street grade.
- All materials shall be manufactured in the U.S.A.
- Catch Basins and Inlets shall be pre-cast concrete conforming to AASHTO M199 or ASTM C478, as shown.
- Catch Basins and Inlets shall be backfilled to grade as per adjoining pipe trench backfill.
- Catch Inlets may only be used as a 'bubbler', area drain, or where clearance over some particular obstacle is necessary and if approved by the City Engineer.
- Frames and Grates shall be as per the Catch Basin & Catch Inlet Gates and/or the Combination Inlet Standard Drawing.

REVISIONS		SIGNED AND DATED	DRAFTED BY: MASKWK	CHECKED BY: K.Lilly	DRAWING SCALE: NTS	DATE: 3-4-2014
DATE	DESCRIPTION					
			CATCH BASIN & CATCH INLET CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER:		26				

Sanitary & Storm Sewer Service Laterals (Stubs)

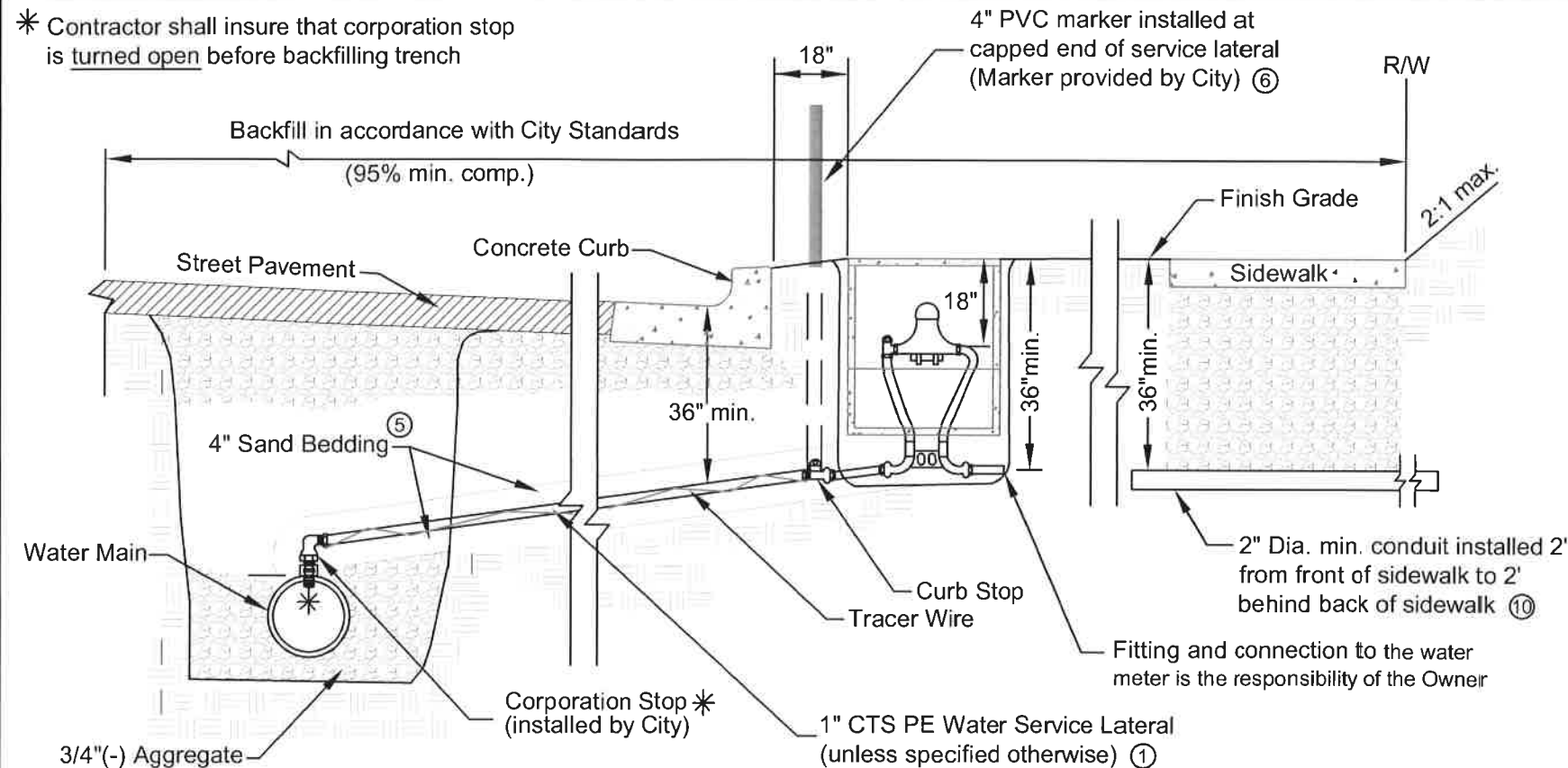


1. Pipe materials shall be as follows:
 - a. Within public right-of-way: SDR 35 PVC, (ASTM D-3034), with integral gasketed bell and spigot joints.
 - b. From right-of way to within two feet (2') of the house: SDR 35 PVC, (ASTM D-3034), with integral gasketed bell and spigot joints or Schedule 40 ABS plastic pipe with glued fittings.

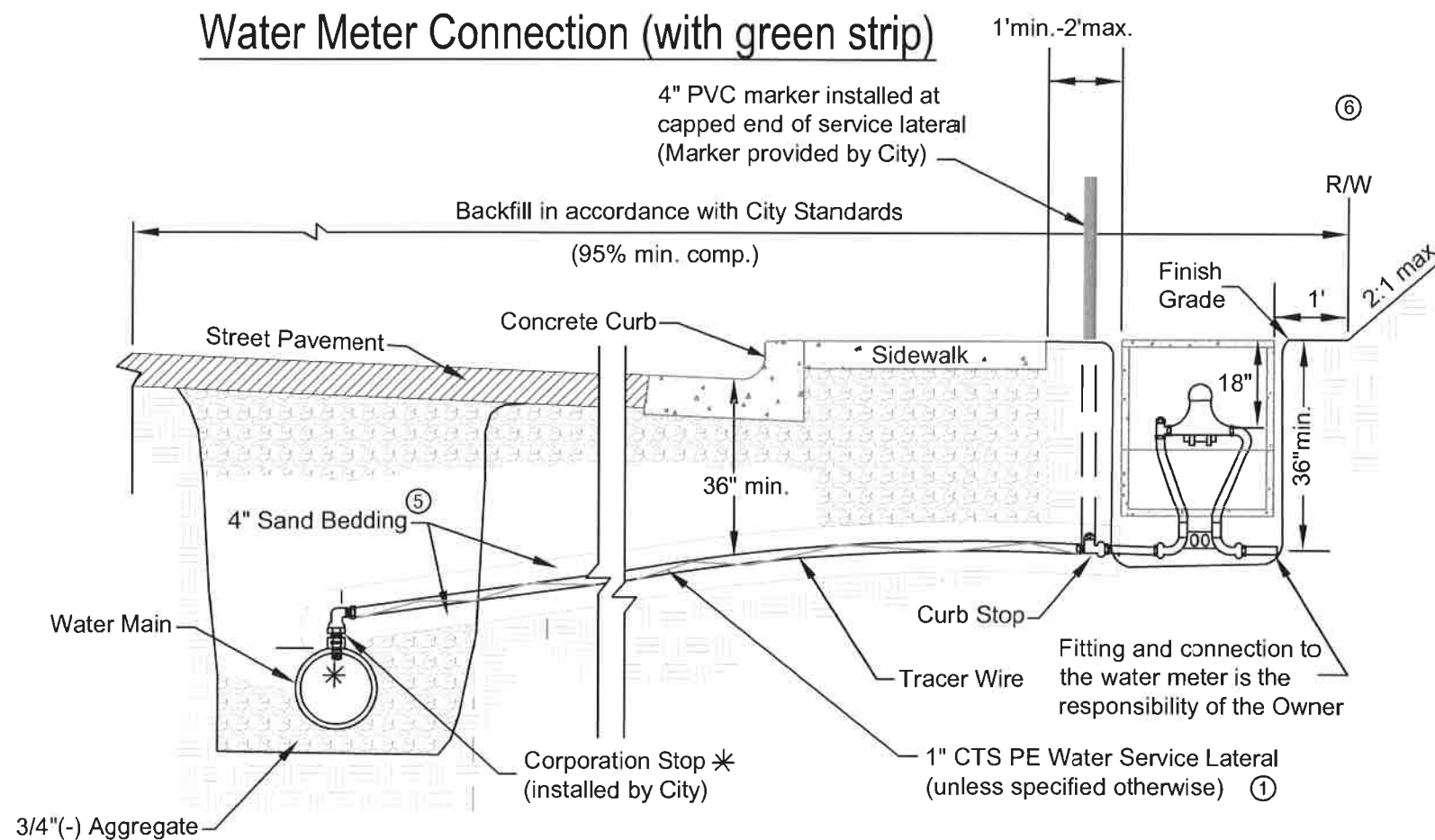
- a. The bottom of the water pipe, at all joints, shall be at least twelve inches (12") above the top of the sanitary or storm drain service line.
- b. The water pipe shall be placed on a solid shelf, excavated at one side of the common trench, with a minimum clear horizontal distance of at least twelve inches (12") from the sanitary or storm drain service line.
- c. Where the sanitary or storm drain line crosses the water service line, the top of the sanitary or the storm drain line is a minimum of twelve inches (12") below the water service line.

- | | | | | | | |
|--|--------------------------------|--|--|--|------------------|--------------------|
| <p>SANITARY & STORM SEWER
SERVICE CONNECTIONS</p> <p>CITY OF MOSCOW
ENGINEERING DEPARTMENT</p> | <p>DRAFTED BY:
KWK</p> | | <p>SIGNED AND DATED</p> | | <p>REVISIONS</p> | |
| | <p>CHECKED BY:
K.Lilly</p> | | <p></p> | | <p>DATE</p> | <p>DESCRIPTION</p> |
| | <p>DRAWING SCALE:
NTS</p> | | | | | |
| | <p>DATE: 2-3-2012</p> | | | | | |
| | | | | | | |
| | | | | | | |
| <p>DRAWING NUMBER: 28</p> | | | | | | |

* Contractor shall insure that corporation stop is turned open before backfilling trench



Water Meter Connection (with green strip)



Water Meter Connection (no green strip)

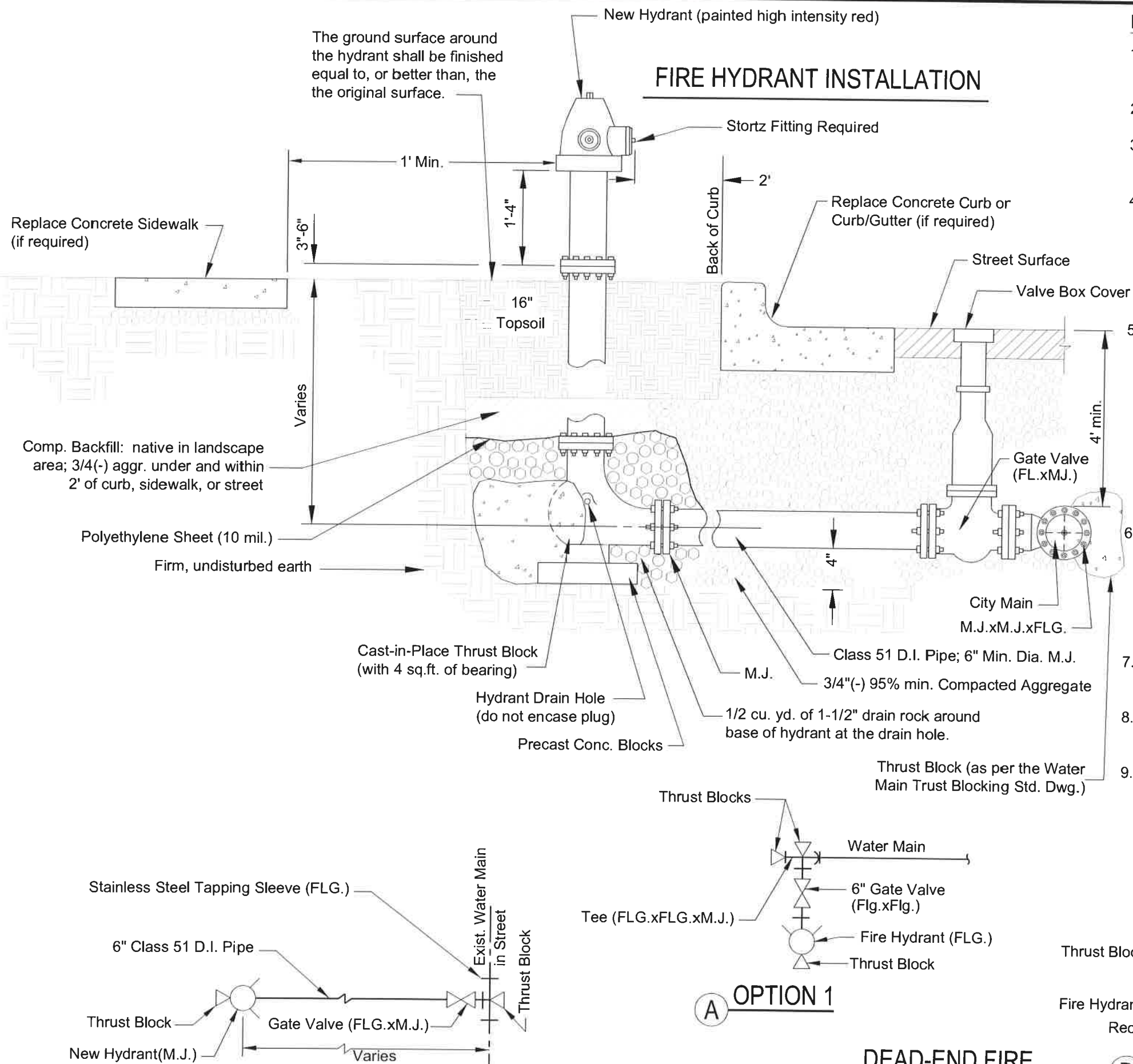
* Contractor shall insure that corporation stop is turned open before backfilling trench

NOTES:

1. Pipe and fittings, from the water main to the curb stop, will be supplied by the City.
2. Water main shall be tapped by the City.
3. Trench bottom to be prepared, as required, for a firm bed.
If the water service line and sanitary or storm drain service lines, from the right-of-way to the house, are installed in the same trench, then all three of the following requirements shall be met:
 - a. The bottom of the water pipe, at all joints, shall be at least twelve inches (12") above the top of the sanitary or storm drain service lines.
 - b. The water pipe shall be placed on a solid shelf, excavated at one side of the common trench, with a minimum clear horizontal distance of at least twelve inches (12") from the sanitary or storm drain service line.
 - c. Where the sanitary or storm drain line crosses the water service line, the top of the sanitary or the storm drain line is a minimum of twelve inches (12") below the water service line.
4. The roadway subgrade shall be established prior to the installation of the water service laterals.
5. The water service lateral shall be bedded in sand or pea gravel from four inches (4") under the pipe to four inches (4") over the pipe.
6. After the installation of the water service lateral, a 4" PVC marker shall be placed at the capped end of the curb stop. The marker will be provided by the City. It shall be the responsibility of the Contractor to install, maintain, and protect the marker.
7. The capped curb stop shall be located eighteen inches (18") beyond the back of curb, if placed in the green strip, and one foot (1') minimum to two feet (2') maximum beyond the back of sidewalk, if sidewalk is installed next to the curb.
8. The capped curb stop shall be buried to a minimum depth of thirty six inches (36") from finished grade elevation.
9. The water service lateral and curb stop shall be installed perpendicular to either the curb or the sidewalk.
10. When water meter is located in the green strip, a two inch (2") minimum diameter conduit shall be installed extending two feet (2') from the front of the sidewalk to two feet (2') behind the back of sidewalk.
11. Pipe installation shall be inspected by the City before the trench is backfilled.
12. Owner to obtain the necessary permits from the Moscow Community Development Department and Public Works Department.
13. The Owner's work shall comply with the Uniform Plumbing Code (UPC).
14. All backfill under sidewalks shall be 3/4"(-) crushed aggregate (95% min. compaction).

WATER SERVICE CONNECTIONS CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: KWK	SIGNED AND DATED 	REVISIONS	
	CHECKED BY: K.Lilly		DATE	DESCRIPTION
	DRAWING SCALE: NTS			
	DATE: 3-5-2014			
DRAWING NUMBER:				
29				

FIRE HYDRANT INSTALLATION

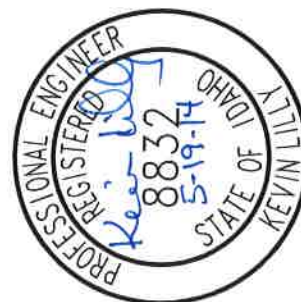


NOTES:

- Thrust blocks shall be cast against undisturbed, firm earth.
- Hydrants shall be set truly vertical.
- Materials and installation shall also conform to the City's Standard Specifications.
- FOR LIVE TAP ONLY: After the Contractor exposes the main, the City will provide the labor and pipe tapping tools for this connection at a set fee to the Contractor. Contractor is responsible for trench backfill and street patch in accordance with City Standards.
- Where sidewalk is adjacent to or within four feet (4') of the back of curb the hydrant shall be located one foot (1') behind the sidewalk (measured from the face of the hydrant cap to back of sidewalk). Where there is curb but no sidewalk the hydrant shall be located two feet (2') from the back of curb (measured to the face of the hydrant cap). Where there is no sidewalk or curb locate the hydrant as directed by the City Engineer.
- All fire hydrants and the water lines to the fire hydrants become the City's once installed. Twenty foot (20') wide public utility easements centered on and around the fire hydrant and the waterline to the fire hydrant shall be granted to the City.
- Furnish and install protective bollards if required by the City Engineer.
- A three foot (3') radius clear zone required all around fire hydrant, maximum slope of 10%.
- Fire hydrant to be set to manufacturer elevation and bury specifications.

REVISIONS	DESCRIPTION	DATE

SIGNED AND DATED



DRAFTED BY: CEE/KWK

CHECKED BY: K.Lilly

DRAWING SCALE: NTS

DATE: 3-5-2014

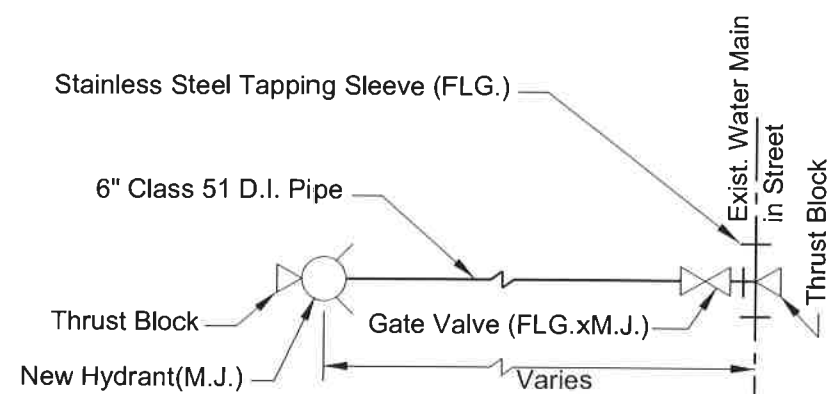
FIRE HYDRANT ASSEMBLY

**CITY OF MOSCOW
ENGINEERING DEPARTMENT**

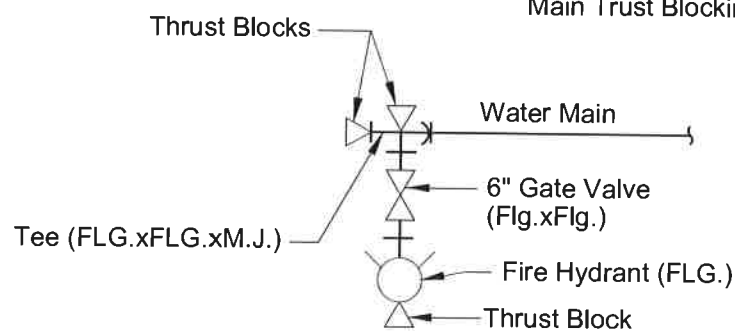
DRAWING NUMBER:

30

LIVE-TAP HYDRANT DETAIL

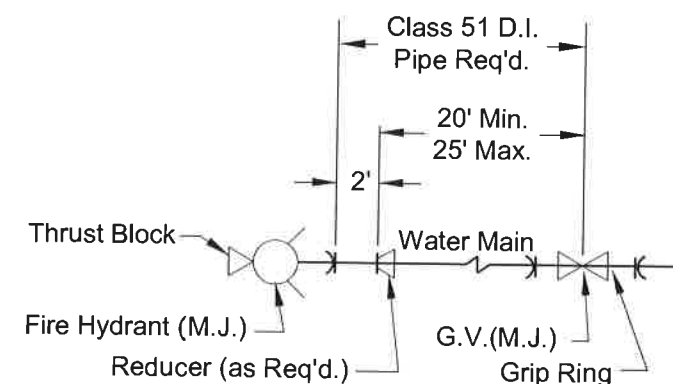


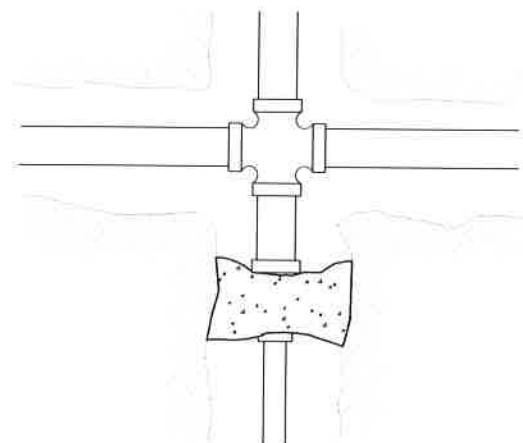
OPTION 1



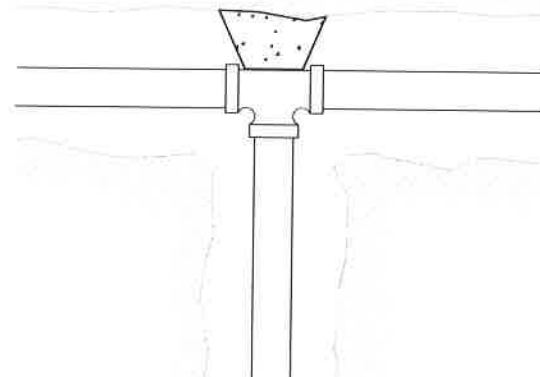
DEAD-END FIRE HYDRANT DETAILS

OPTION 2

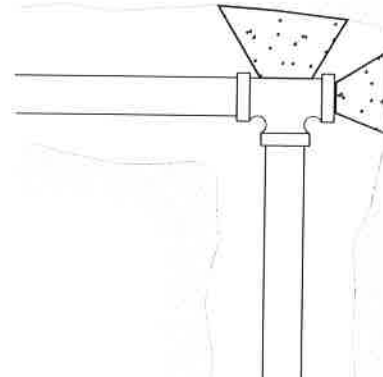




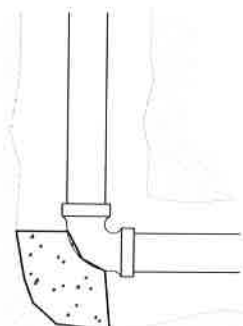
CROSS WITH REDUCER



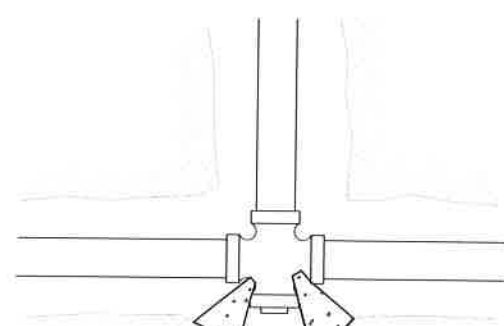
TEE



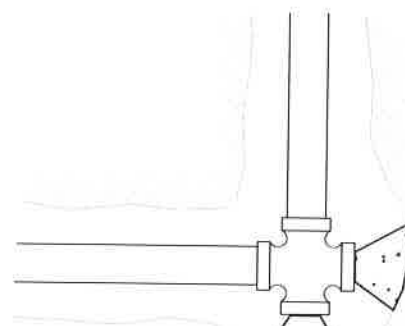
TEE WITH PLUG



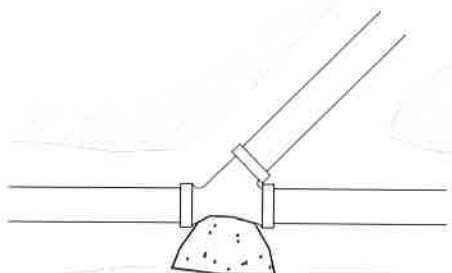
90° ELBOW



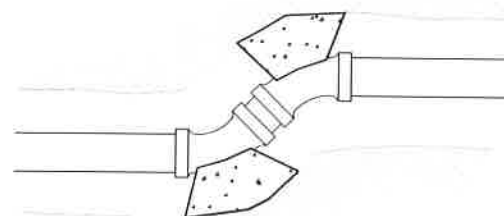
CROSS WITH PLUG



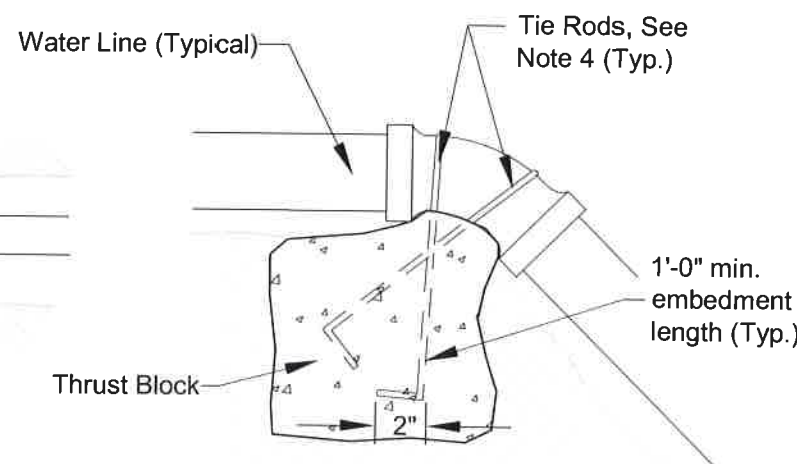
CROSS WITH 2 PLUGS



WYE



11-1/4°, 22-1/2°
OR 45° BENDS



VERTICAL DOWN BENDS

THRUST BLOCK SIZE

Size of Pipe	Horizontal Bends Sq. Feet of Bearing on Undisturbed Earth				Vertical Down Bends Cu.Yds.
	Tees & Deadends	90°	45°	22 1/4° 11 1/4°	
4"	2	3	1-1/2	1	1/2
6"	4	5-1/2	3	1-1/2	1/2
8"	7	9-1/2	5	2-1/2	1
10"	11	15	8-1/2	4	1-1/2
12"	15-1/2	22	12	6	2
16"	21	27	21	11	2-1/2

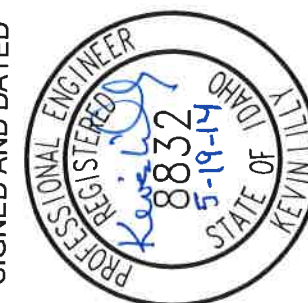
NOTES:

1. Thrust blocking for water mains shall be, as a minimum, the size indicated in the above Table.
2. Concrete shall be from a commercial source and be a minimum of 5-sack mix or ITD Class 22.
3. Concrete shall not be allowed in joints or in contact with pipes. Protect with plastic or paper sheeting prior to placing concrete.
4. Tie rods shall be 3/4" minimum diameter steel; coat tie rods with bituminous coating or approved equal. Hook (2" min.) all embedded ends.
5. The minimum distance between the fitting and excavated bank shall be three (3) pipe diameters.
6. Thrust blocks shall be cast against firm, undisturbed earth, as approved by the City Engineer.
7. Thrust blocks must be inspected by the City prior to backfill.
8. Thrust blocks for vertical up bends shall correspond to the requirements of horizontal bends.

REVISIONS

DATE DESCRIPTION

SIGNED AND DATED



DRAFTED BY:
RKC/KWK

CHECKED BY:
K.Lilly

DRAWING SCALE:
N.T.S.

DATE: 2-6-2012

WATER MAIN
THRUST BLOCKING

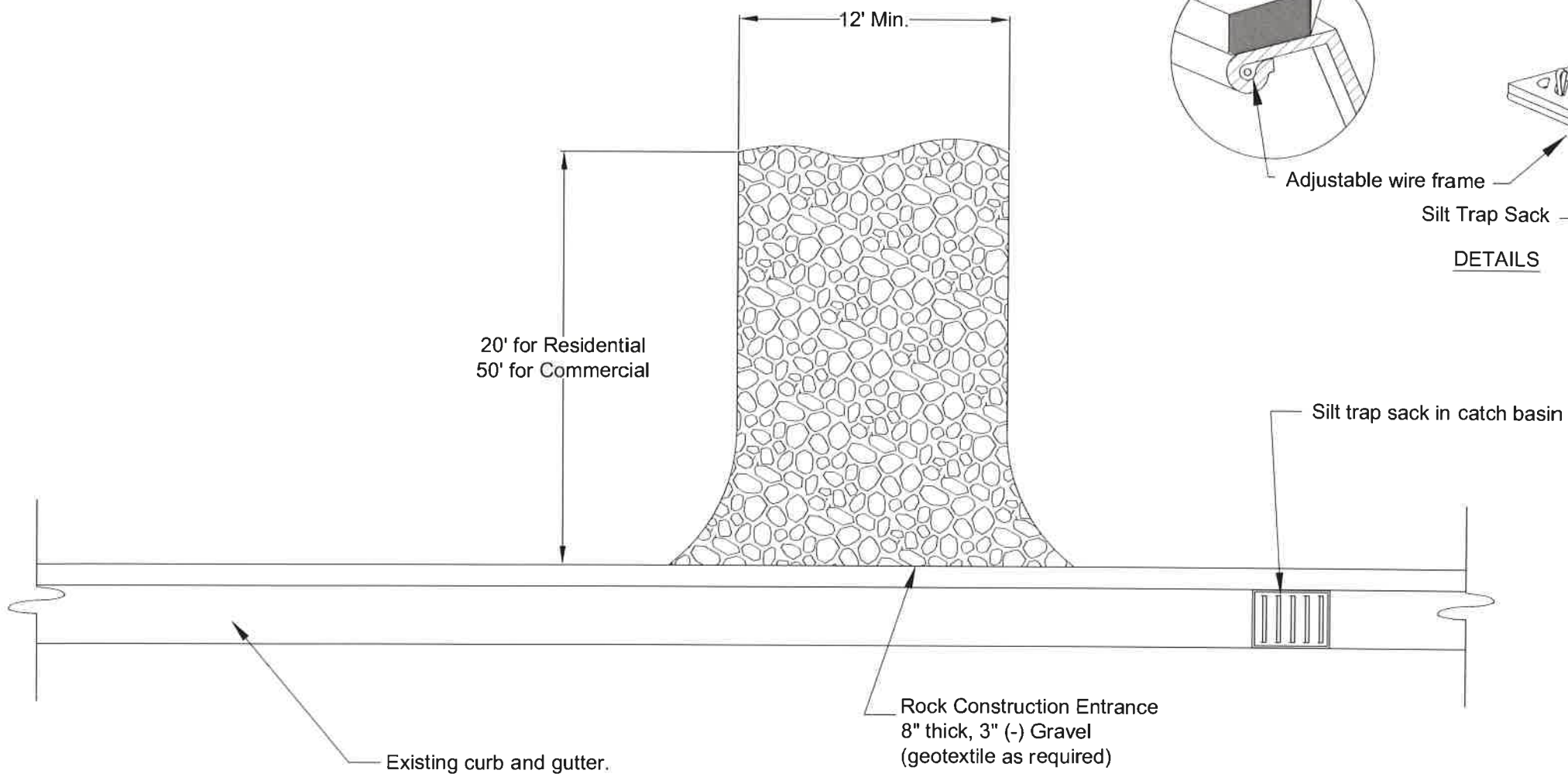
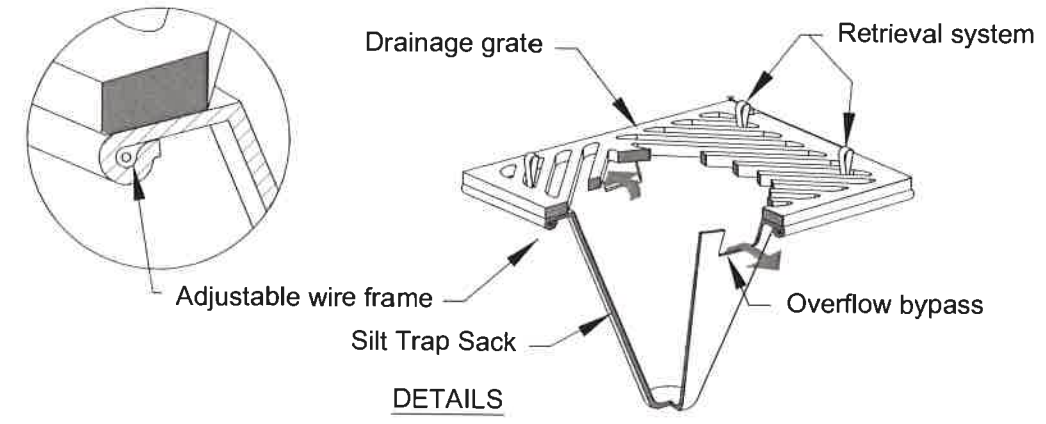
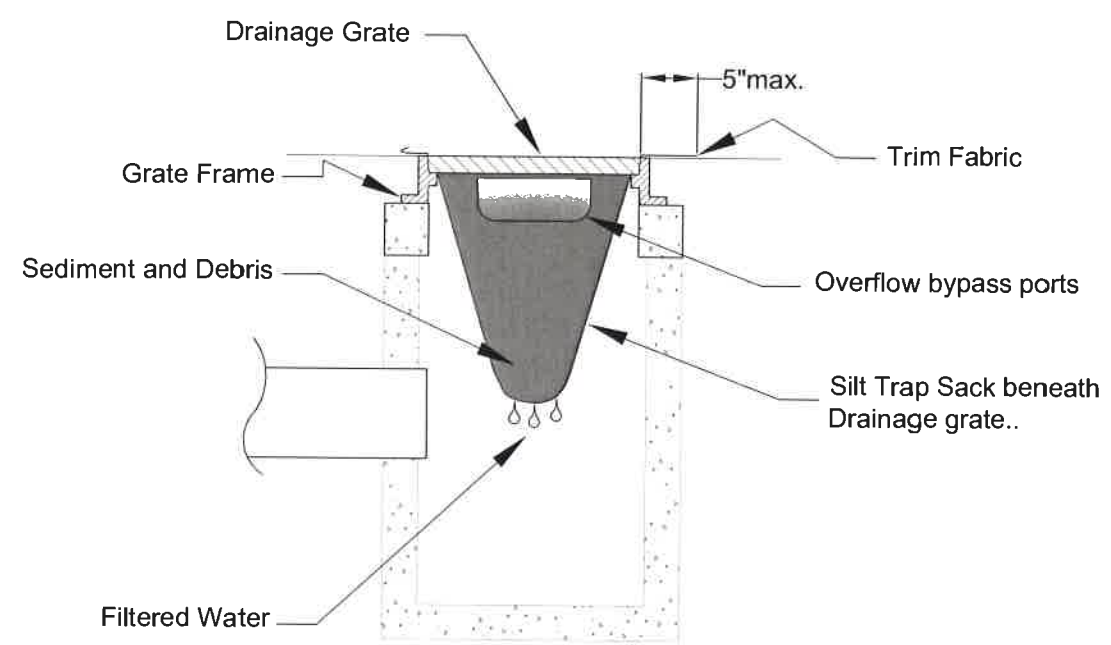
CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

31

NOTES:

1. The size and shape of the silt trap sack to fit the storm structure it will service (rectangular or round).
2. The silt trap sack shall have a built-in high-flow relief system (overflow bypass).
3. The silt trap sack assembly must allow removal without spilling the collected material.
4. Empty silt trap sack and dispose of sediment and debris before the sack is half-full.
5. Ensure the silt trap sack assembly does not spill or fall into the storm structure. If sediment is spilled into the storm structure, remove the spilled material by suction hose or other approved method.
6. Construction entrances should be inspected regularly for signs of thinning areas where mud begins to show through. Add gravel periodically to maintain the integrity of the pad.



REVISIONS	
DATE	DESCRIPTION

SIGNED AND DATED	

DRAFTED BY:	CHECKED BY:	DRAWING SCALE:	DATE:
C. Edwards	K. Lilly	NTS	3-5-2014

CONSTRUCTION ENTRANCE & INLET PROTECTION	
CITY OF MOSCOW ENGINEERING DEPARTMENT	

DRAWING NUMBER:
36

Bid Proposal By

LaRiviere Inc.
17564 N Dylan Ct.
Rathdrum, ID 83858
208-683-2646

Attachment 'B'

SEALED ORIGINAL BID ENCLOSED

City of Moscow
Attn: Community Development Building –
Engineering Division
504 South Washington Street
Moscow, ID 83843
"A" Street Restoration Project

RECEIVED
MAR 12 2024
1:44 pm

March 5, 2024

ADDENDUM NO. 1

City of Moscow Project: **"A" SREET RECONSTRUCTION PROJECT**
Project No. **106-025**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **"A" SREET RECONSTRUCTION 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 1 of 24, 4 of 24, 7 of 24, 8 of 24, and STD DWG 29 with the plan sheets attached to this addendum.

SUBMITTED BY:



Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

LaRiviere, Inc.

Firm Name of Bidder


Signature of Bidder

President

Title

03/12/2024

Date

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 03/12/2024

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 the 'A' Street Reconstruction Washington St. to Adams St., (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Haddock Building, 504 S. Washington Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

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

8. The undersigned, as a bidder, acknowledges that Addenda Number 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 PWC-C-17425.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. <u>N/A</u>	<u>HVAC</u>	<u>Not required for this project.</u>	
b. <u>N/A</u>	<u>Plumbing</u>	<u>Not required for this project.</u>	
c. <u>N/A</u>	<u>Electric</u>	<u>Not required for this project.</u>	
d. <u></u>			
e. <u></u>			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for 'A' Street Reconstruction Washington St. to Adams St. as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	1.0 LS	\$ 137,000.00	\$ 137,000.00
2a	Remove / Dispose of Bituminous Surface	2050.0 SY	\$ 9.55	\$ 19,577.50
2b	Remove / Dispose of Concrete Sidewalk	198 SY	\$ 18.00	\$ 3,564.00
2c	Remove / Dispose of Concrete Curb Type A	638 LF	\$ 9.00	\$ 5,742.00
2d	Remove / Dispose of Concrete Approach	25 SY	\$ 18.00	\$ 450.00
2e	Remove / Dispose of Storm Pipe	108 LF	\$ 33.00	\$ 3,564.00
2f	Remove / Dispose of Catch Basin	4.0 EA	\$ 644.00	\$ 2,576.00
2g	Remove / Dispose of Sanitary Manhole	2.0 EA	\$ 685.00	\$ 1,370.00
2h	Remove / Dispose of Water Pipe	50 LF	\$ 35.00	\$ 1,750.00
3	Construct Concrete Curb Type "A"	638 LF	\$ 58.00	\$ 37,004.00
4	Construct Concrete Sidewalk	198 SY	\$ 172.00	\$ 34,056.00
5	Construct Reinforced Driveway Approach	25 SY	\$ 203.00	\$ 5,075.00
6	Reconstruct Concrete Retaining Wall	75 SFF	\$ 265.00	\$ 19,875.00
7	Soft Spot Repair	500 SY	\$ 39.00	\$ 19,500.00
8	Excavation Plan Quantity	794 CY	\$ 26.00	\$ 20,644.00
9	Subgrade Separation Geotextile	2405 SY	\$ 2.55	\$ 6,132.75
10	3/4" (-) Crushed Rock Base	479 TON	\$ 29.00	\$ 13,891.00
11	1-1/4" (-) Crushed Rock Base	472 TON	\$ 29.00	\$ 13,688.00
12	4" Perforated Drainage Pipe	576 LF	\$ 19.00	\$ 10,944.00
13	1/2" Superpave HMA Pavement	573 TON	\$ 166.00	\$ 95,118.00
14	8" PVC Sanitary Sewer Pipe (Class D Backfill)	401 LF	\$ 194.00	\$ 77,794.00

15	Sanitary Sewer Manhole (4' Diameter)	3 EA	<u>\$ 5,086.00</u>	<u>\$ 15,258.00</u>
16	Reconnect Existing Sewer Service	6 EA	<u>\$ 2,385.00</u>	<u>\$ 14,310.00</u>
17	4" PVC Sanitary Sewer Pipe (Class D Backfill)	50 LF	<u>\$ 879.00</u>	<u>\$ 43,950.00</u>
18	Sanitary Sewer By-Pass	1 LS	<u>\$ 22,658.00</u>	<u>\$ 22,658.00</u>
19	8" PVC Storm Sewer Pipe (Class D Backfill)	401 LF	<u>\$ 110.00</u>	<u>\$ 44,110.00</u>
20	8" C-900 Storm Sewer Pipe (Class D Backfill)	40 LF	<u>\$ 149.00</u>	<u>\$ 5,960.00</u>
21	4" PVC Storm Pipe (Class D Backfill)	30 LF	<u>\$ 214.00</u>	<u>\$ 6,420.00</u>
22	Storm Sewer Catch Basin	3 EA	<u>\$ 3,048.00</u>	<u>\$ 9,144.00</u>
23a	8" C-900 Water Pipe (Class D Backfill)	664 LF	<u>\$ 142.00</u>	<u>\$ 94,288.00</u>
23b	16" C-900 Water Pipe (Class D Backfill)	60 LF	<u>\$ 272.00</u>	<u>\$ 16,320.00</u>
23c	6" C-900 Water Pipe Class D Backfill)	20 LF	<u>\$ 213.00</u>	<u>\$ 4,260.00</u>
24a	8" Gate Valve	11 EA	<u>\$ 3,259.00</u>	<u>\$ 35,849.00</u>
24b	6" Gate Valve	2 EA	<u>\$ 2,499.00</u>	<u>\$ 4,998.00</u>
25	16" Butterfly Valve	1 EA	<u>\$ 5,108.00</u>	<u>\$ 5,108.00</u>
26a	1" Water Service Reconnection	8 EA	<u>\$ 1,359.00</u>	<u>\$ 10,872.00</u>
26b	2" Water Service Reconnection	1 EA	<u>\$ 2,370.00</u>	<u>\$ 2,370.00</u>
26c	1" Water Service HDPE Poly (Class D Backfill)	160 LF	<u>\$ 107.00</u>	<u>\$ 17,120.00</u>
26d	2" Water Service HDPE Poly (Class D Backfill)	30 LF	<u>\$ 115.00</u>	<u>\$ 3,450.00</u>
26e	5/8" Water Meter Box	8 EA	<u>\$ 4,667.00</u>	<u>\$ 37,336.00</u>
26f	2" Water Meter Box	1 EA	<u>\$ 4,920.00</u>	<u>\$ 4,920.00</u>
27a	Hydrant w/ Tee and 6" Gate Valve	2 EA	<u>\$ 9,404.00</u>	<u>\$ 18,808.00</u>
27b	6" C-900 Hydrant Lead	34 LF	<u>\$ 105.00</u>	<u>\$ 3,570.00</u>
28	Adjust Utilities	7 EA	<u>\$ 1,007.00</u>	<u>\$ 7,049.00</u>
29	Erosion / Sed. Control & Track-Out Prevention	1 LS	<u>\$ 12,436.00</u>	<u>\$ 12,436.00</u>

30	Traffic Control	1 LS	<u>\$ 18,855.00</u>	<u>\$ 18,855.00</u>
31	Force Account	1 LS	<u>\$ 20,000</u>	<u>\$ 20,000</u>
Bid Total				<u>\$ 1,008,734.25</u>

ALTERNATE A

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
A1	Remove/Disp. Water Pipe (Class D Backfill)	676 LF	<u>\$ 78.00</u>	<u>\$ 52,728.00</u>
Alt. A Bid Total				<u>\$ 52,728.00</u>

ALTERNATE B

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
B1	Remove/Disp. Sewer Pipe (Class D Backfill)	371 LF	<u>\$ 163.00</u>	<u>\$ 60,473.00</u>
Alt. B Bid Total				<u>\$ 60,473.00</u>

ALTERNATE C

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
C1a	Remove / Dispose of Bituminous Surface	146 SY	\$ 12.00	\$ 1,752.00
C1b	Remove / Dispose Storm Manhole	2 EA	\$ 685.00	\$ 1,370.00
C1c	Remove / Dispose Catch Basin	3 EA	\$ 703.00	\$ 2,109.00
C1d	Remove / Dispose Storm Pipe (No Backfill)	353 LF	\$ 18.00	\$ 6,354.00
C2	8" PVC Storm Sewer Pipe (Class D Backfill)	531 LF	\$ 152.00	\$ 80,712.00
C3	Storm Sewer Manhole (4' Diameter)	3 EA	\$ 4,635.00	\$ 13,905.00
C4	Storm Sewer Catch Basin	4 EA	\$ 2,706.00	\$ 10,824.00
C5	Reconnect Existing Storm Service	3 EA	\$ 2,423.00	\$ 7,269.00
C6	4" PVC Storm Pipe (Class D Backfill)	100 LF	\$ 126.00	\$ 12,600.00
C7	1/2" Superpave HMA Pavement	35 TON	\$ 236.00	\$ 8,260.00
		Alt. C	Bid Total	\$ 145,155.00

Thomas LaRiviere of LaRiviere, Inc.

Firm Name of Bidder



Signature of Bidder

President

Official Title

17564 N Dylan Ct. Rathdrum, ID 83858

Bidders Mailing Address

PWC-C-17425
Public Works License No.

Idaho
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Rathdrum, ID

This 12th day of March, ~~2022~~
2024

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

LaRiviere Incorporated
17564 N Dylan Ct R
Rathdrum, ID 83858

SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

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.

OWNER:

(Name, legal status and address)

City of Moscow Community Development Engineering Division
504 South Washington Street
Moscow, ID 83843

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

A Street Restoration Project

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 12th day of March, 2024


(Witness)

LaRiviere Incorporated

(Principal)

(Seal)

By:

(Title) President

Arch Insurance Company

(Surety)

(Seal)

By:

(Title) Melissa Wolf

Attorney-in-Fact


(Witness) James E. Majeskey II



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Melissa Wolf

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond

Principal: LaRiviere Incorporated

Obligee: City of Moscow Community Development Engineering Division

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of February, 2024

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



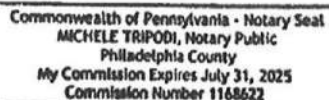
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 1, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of March, 2024.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department

Surety Claims

P.O. Box 542033

Omaha, NE 68154

suretyclaims@archinsurance.com

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



Attachment 'C'

March 5, 2024

ADDENDUM NO. 1

City of Moscow Project: **"A" SREET RECONSTRUCTION PROJECT**

Project No. **106-025**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **"A" SREET RECONSTRUCTION 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 1 of 24, 4 of 24, 7 of 24, 8 of 24, and STD DWG 29 with the plan sheets attached to this addendum.

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

Title

Date

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2 - 3	SANITARY PLAN AND PROFILE
4 - 6	WATER PLAN AND PROFILE
7 - 9	STORM PLAN AND PROFILE
10 - 11	SURFACE RESTORATION PLAN
12	A ST. AND WASHINGTON INT. DETAILS
13	DETAILS
14 - 24	STD DWG: 7,18,21,22,26,28,MSD-400.101 30,31,33B,36

CITY OF MOSCOW

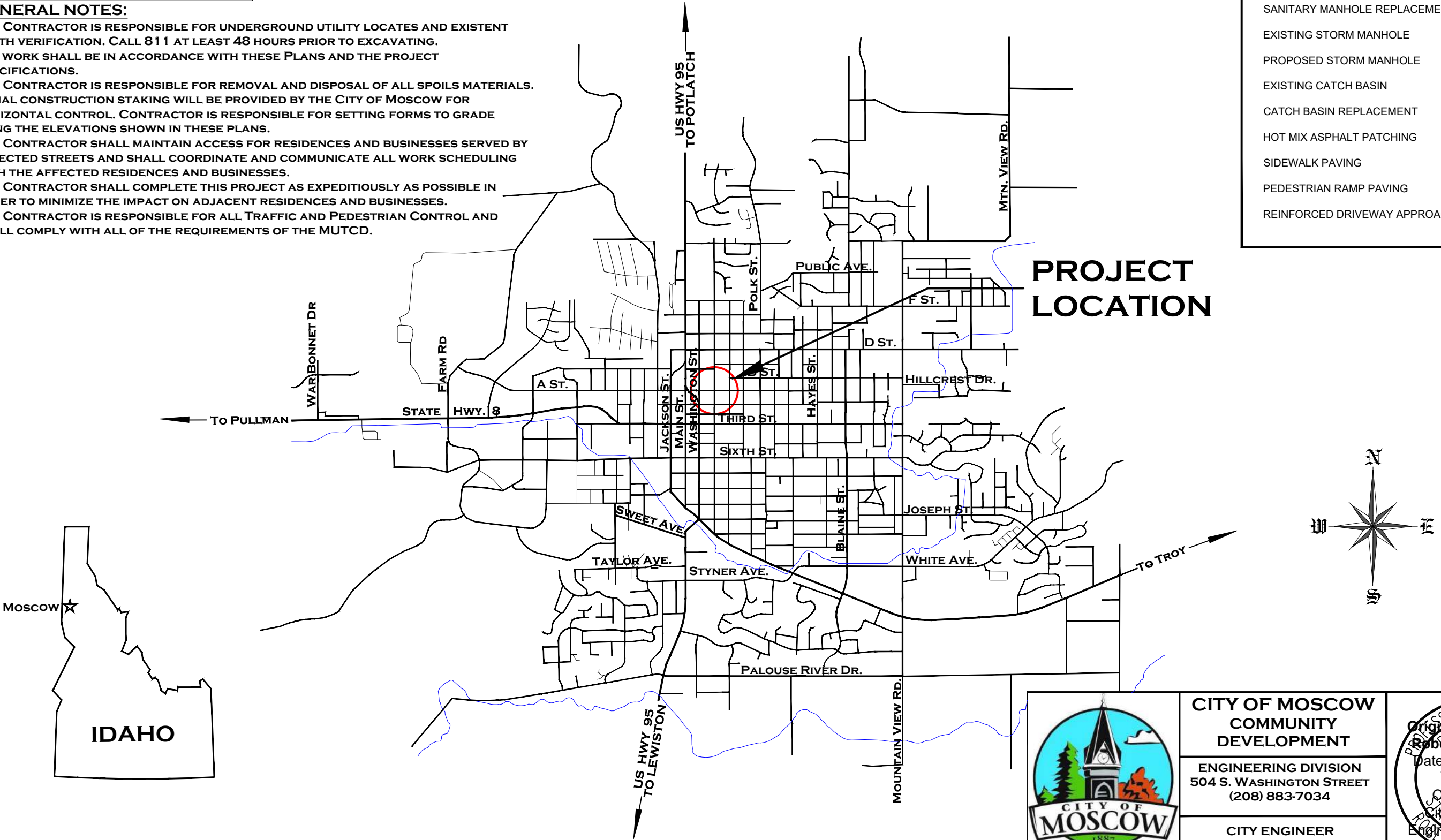
'A' STREET RECONSTRUCTION -

WASHINGTON ST. TO ADAMS ST.

PROJECT NO. 106-025

LEGEND	
TYPE A CURB	
EXISTING SANITARY SEWER PIPE	
EXISTING STORM SEWER PIPE	
PROPOSED STORM SEWER PIPE	
EXISTING WATER PIPE	
EXISTING SANITARY MANHOLE	
SANITARY MANHOLE REPLACEMENT	
EXISTING STORM MANHOLE	
PROPOSED STORM MANHOLE	
EXISTING CATCH BASIN	
CATCH BASIN REPLACEMENT	
HOT MIX ASPHALT PATCHING	
SIDEWALK PAVING	
PEDESTRIAN RAMP PAVING	
REINFORCED DRIVEWAY APPROACH	

- 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 MUTCD.

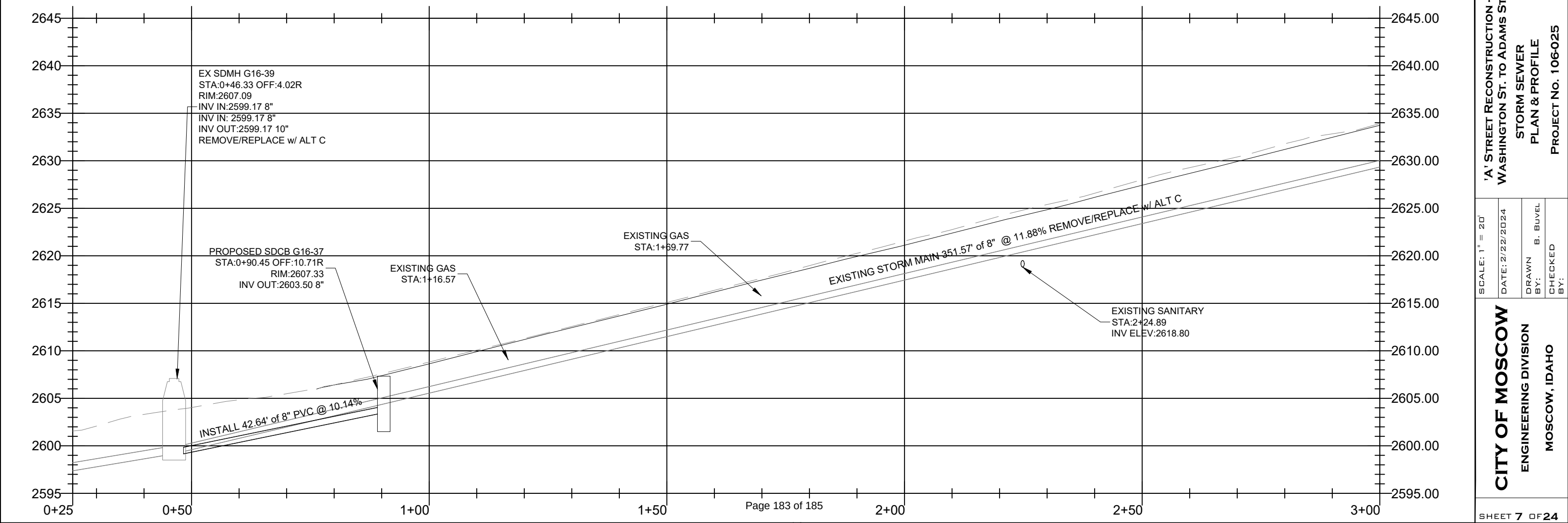
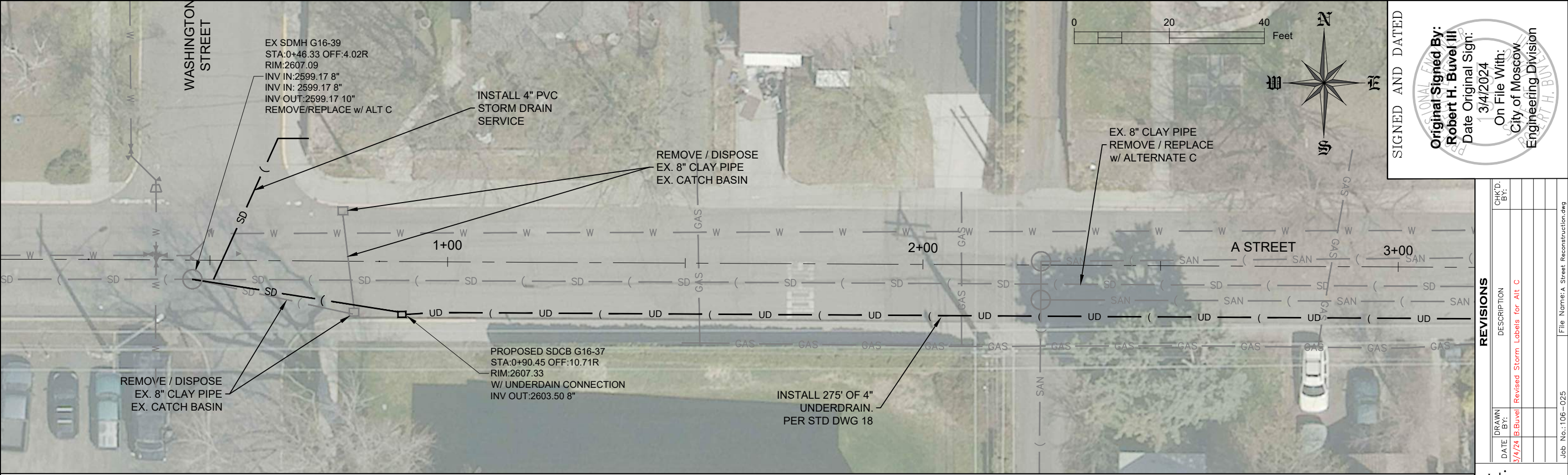


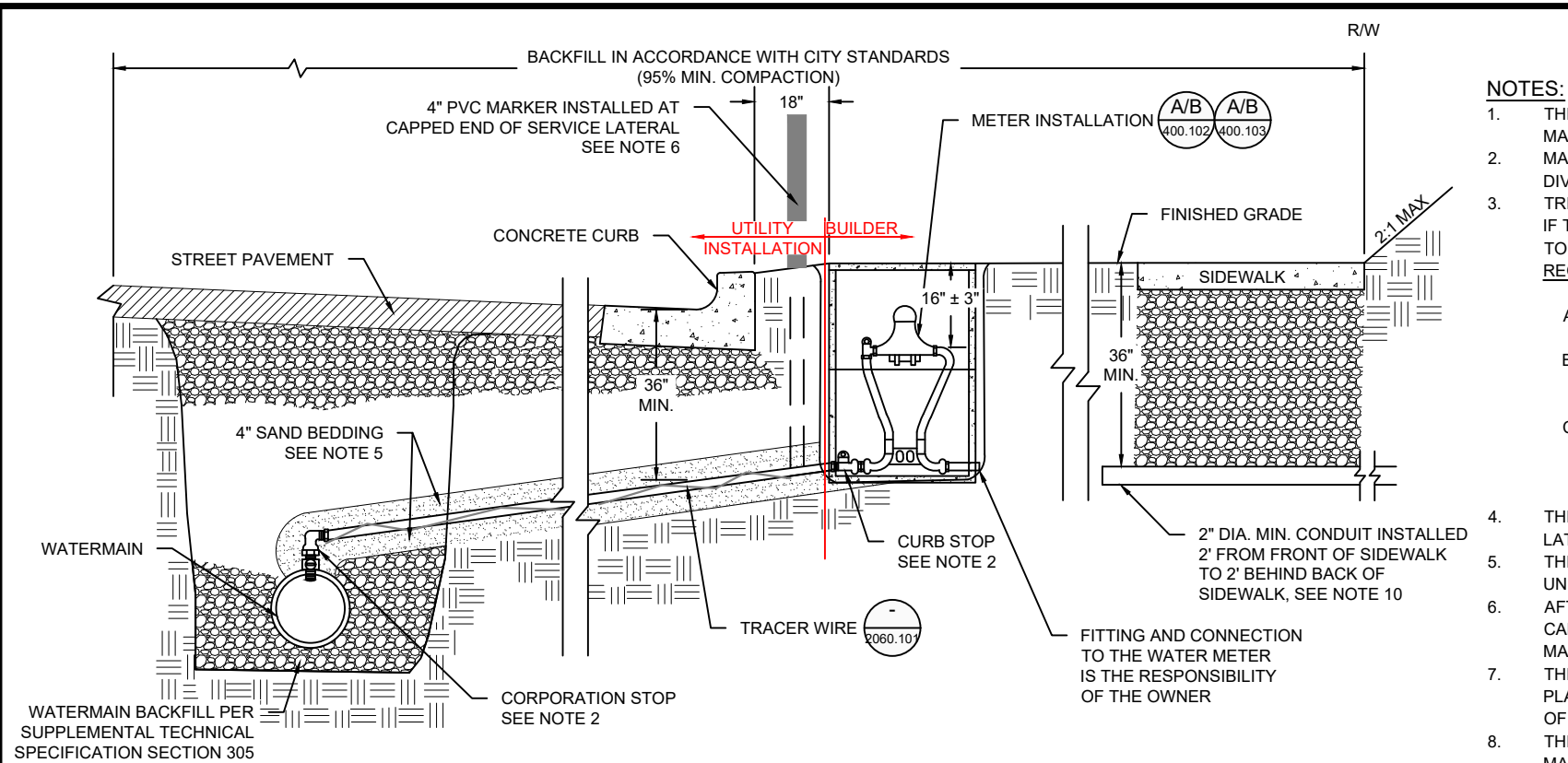
CITY OF MOSCOW
COMMUNITY
DEVELOPMENT

ENGINEERING DIVISION
504 S. WASHINGTON STREET
(208) 883-7034

CITY ENGINEER
SCOTT BONTRAGER

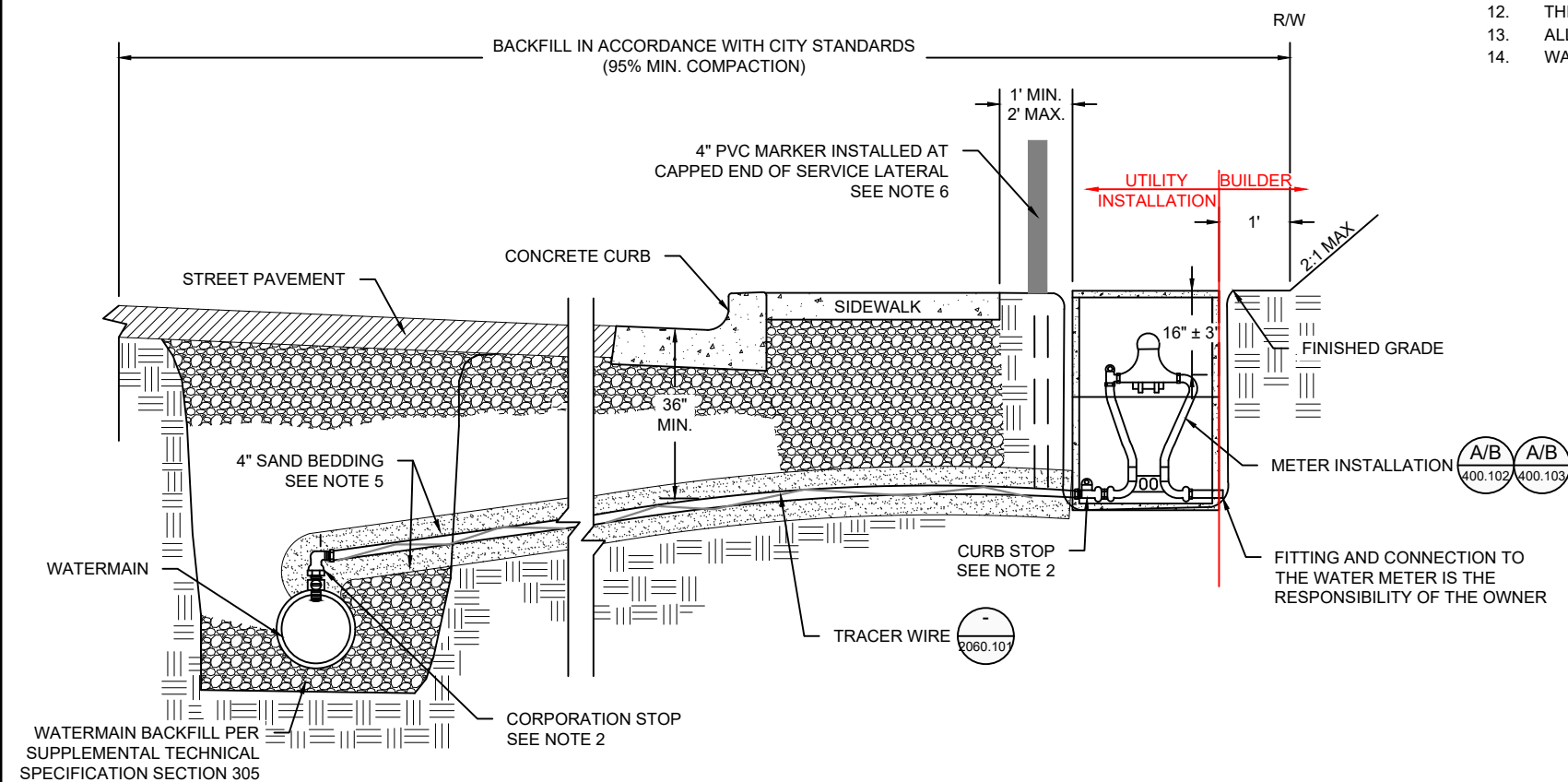
PROFESSIONAL ENGINEER
Original Signed By:
Robert H. Buvel
Date Original Sign:
2/29/2024
On File With:
City of Moscow
Engineering Division
ROBERT H. BUVEL III





CONTRACTOR SHALL INSURE THAT CORPORATION STOP IS TURNED OPEN BEFORE BACKFILLING TRENCH.

(A) WATER METER CONNECTION (WITH GREEN STRIP)



CONTRACTOR SHALL INSURE THAT CORPORATION STOP IS TURNED OPEN BEFORE BACKFILLING TRENCH.

(B) WATER METER CONNECTION (NO GREEN STRIP)

NOTES:

- THE INTENT OF THIS DRAWING IS TO ESTABLISH DISTINCTION BETWEEN WHICH WATER SERVICE MATERIALS ARE AT THE RESPONSIBILITY OF THE DEVELOPER.
- MATERIALS FOR SADDLE, PIPE AND FITTINGS FROM THE WATERMAIN TO THE CURB STOP PER ISPMC DIVISION 400 AND STANDARD DRAWINGS MSD-400.102 AND MSD-400.103.
- TRENCH BOTTOM TO BE PREPARED, AS REQUIRED FOR A FIRM BED.
IF THE WATER SERVICE LINE AND SANITARY OR STORM DRAIN SERVICE LINES, FROM THE RIGHT-OF-WAY TO THE HOUSE, ARE INSTALLED IN THE SAME TRENCH, THEN ALL THREE OF THE FOLLOWING REQUIREMENTS SHALL BE MET:
 - THE BOTTOM OF THE WATER PIPE, AT ALL JOINTS, SHALL BE AT LEAST TWELVE INCHES (12") ABOVE THE TOP OF THE SANITARY OR STORM DRAIN SERVICE LINES.
 - THE WATER PIPE SHALL BE PLACED ON A SOLID SHELF, EXCAVATED AT ONE SIDE OF THE COMMON TRENCH, WITH A MINIMUM CLEAR HORIZONTAL DISTANCE OF AT LEAST TWELVE INCHES (12") FROM THE SANITARY OR STORM DRAIN SERVICE LINES.
 - WHERE THE SANITARY OR STORM DRAIN LINE CROSSES THE WATER SERVICE LINE, THE TOP OF THE SANITARY OR THE STORM DRAIN LINE IS A MINIMUM OF TWELVE INCHES (12") BELOW THE WATER SERVICE LINE.
- THE ROADWAY SUBGRADE SHALL BE ESTABLISHED PRIOR TO THE INSTALLATION OF THE WATER SERVICE LATERALS.
- THE WATER SERVICE LATERAL SHALL BE BEDDED IN SAND, OR PEA GRAVEL, FROM FOUR INCHES (4") UNDER THE PIPE TO FOUR INCHES (4") OVER THE PIPE.
- AFTER THE INSTALLATION OF THE WATER SERVICE LATERAL, A 4" PVC MARKER SHALL BE PLACED AT THE CAPPED END OF THE CURB STOP. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL, MAINTAIN AND PROTECT THE MARKER.
- THE CAPPED CURB STOP SHALL BE LOCATED EIGHTEEN INCHES (18") BEYOND THE BACK OF CURB, IF PLACED IN THE GREEN STRIP, AND ONE FOOT (1') MINIMUM TO TWO FEET (2') MAXIMUM BEYOND THE BACK OF SIDEWALK, IF SIDEWALK IS INSTALLED NEXT TO THE CURB.
- THE CAPPED CURB STOP SHALL BE BURIED TO A MINIMUM DEPTH OF THIRTY-SIX INCHES (36") AND MAXIMUM OF THIRTY-SIX INCHES PLUS OR MINUS SIX INCHES (36" ± 6") FROM FINISHED GRADE ELEVATION.
- THE WATER SERVICE LATERAL AND CURB STOP SHALL BE INSTALLED WITHIN FIVE FEET (5') FROM PERPENDICULAR TO THE WATERMAIN.
- WHEN WATER METER IS LOCATED IN THE GREEN STRIP, A TWO INCH (2") MINIMUM DIAMETER CONDUIT SHALL BE INSTALLED EXTENDING TWO FEET (2') FROM THE FRONT OF THE SIDEWALK TO TWO FEET (2') BEHIND THE BACK OF SIDEWALK.
- PIPE INSTALLATION SHALL BE INSPECTED BY THE CITY BEFORE THE TRENCH IS BACKFILLED.
- THE OWNER'S WORK SHALL COMPLY WITH THE UNIFORM PLUMBING CODE (UPC).
- ALL BACKFILL UNDER SIDEWALKS SHALL BE 3/4" (-) CRUSHED AGGREGATE (95% MIN. COMPACTION).
- WATER METER CANNOT BE LOCATED WITHIN CONCRETE (I.E., DRIVEWAY SIDEWALK, PATHWAY, ETC.)

WATER SERVICE CONNECTIONS CITY OF MOSCOW ENGINEERING DEPARTMENT		DRAFTED BY: CHECKED BY: DRAWING SCALE: NTS DATE: 5/2/23	SIGNED AND DATED		REVISIONS	
			Original Signed By:		DATE	DESCRIPTION
			Robert H. Buvel III			
			Date Original Sign:			
			3/4/2024			
			On File With:			
			City of Moscow			
Engineering Division						
DRAWING NUMBER:						
MSD-400.101						

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 1, 2024



AGENDA ITEM TITLE

City of Moscow Communications Plan (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City Council has expressed the desire to improve City communications with the City's various stakeholders. The City had intended to create a new Communications Manager position to lead this effort, but recent financial constraints have prevented funding that position. As an alternative, Administration has worked to develop a communications plan as well as leverage existing personnel to support a more robust communications program. The prior Digital Media Specialist position has been revised and reclassified as a Communication Specialist position who will work with a Communications Team and department liaisons which will include members from all departments to coordinate and assist with the City's communications efforts. The attached plan identifies proposed actions and strategies the City will be pursuing to improve both internal and external communications to help inform and educate audiences and stakeholders regarding the City's mission, purpose, services, and achievements. This item was reviewed and recommended for approval at the March 25th Administrative Committee meeting.

REVIEWED BY

Administrative Committee

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed City of Moscow Communications Plan; or provide other direction as deemed appropriate.

STAFF RECOMMENDATION

Recommend approval of the proposed City of Moscow Communications Plan; or provide other direction as deemed appropriate.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Draft Communications Plan



COMMUNICATION PLAN 2024

Last Revised: February 2024

Contents

Executive Summary	1
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Key Performance Indicators	13





Executive Summary

Plan Purpose

The purpose of this Communication Plan is to clearly define the messages, priorities, strategies, and tools the City of Moscow will use when communicating with the City's various audiences. The plan ensures that the City's communication is delivered in a timely and effective manner. This plan aligns with the strategic priorities of the Moscow City Council, furthering the City's mission and enhancing community pride.

Plan Goal

The goal of the Communication Plan is to increase stakeholder engagement and community understanding of City services, initiatives, and resources. This plan is intended to identify the City's primary communication channels and focus the City's communication strategies to enhance community understanding of the City's vision, mission, and goals.

Vision

Moscow is a unique, highly-educated community blending the amenities of an urban city within the context of a beautiful rural landscape. The residents of Moscow value quality of life, stability, sustainability, and Moscow's sense of place.

Mission

We are committed to providing the best quality of life for our residents by providing exceptional public services, programs, and amenities.

Quality of Life

Engage partners across the community to ensure the safety, resilience, and attractiveness of Moscow.

Economic Vitality

Retain and attract residential, commercial, and industrial development to meet the community's needs today and for the next generation.

Governance & Service Delivery

Build community trust in City government through responsive, transparent, and efficient service delivery.

The services delivered by every City department play a critical role in the lives of those in our community. We have a unique story to tell within each project and program the City oversees. Effective communication both creates and sustains productive connections between City services and Moscow community members, businesses, and visitors.



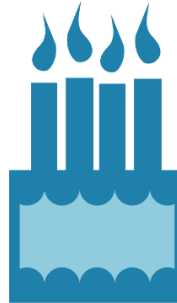
Moscow By the Numbers

The following data is taken from the results of the 2022 U.S. Census Bureau Survey unless otherwise noted.



POPULATION

26,249



MEDIAN AGE

26.7



ETHNIC DIVERSITY

American Indian: 2%
Asian/Pacific Islander: 3.1%
Black/African American: 1.6%
Hispanic/Spanish/Latino: 5.3%
White/Caucasian: 85%
Other: 3%



PRIMARY LANGUAGE

English



HOME OWNERSHIP RATE

42%



HOUSEHOLD AGE RANGES

Children < 12: 23%
Adults > 65: 44%



HOUSING TYPES

1-Family Home: 63%
Duplex/Townhouse: 12%
Apartment: 22%
Mobile Home: 3%



MEDIAN HOUSEHOLD INCOME

\$49,251



EDUCATION

High school: 97.4%
Bachelor's: 52.2%
Graduate: 22.2%



HOUSEHOLDS (2 or more people)

10,225



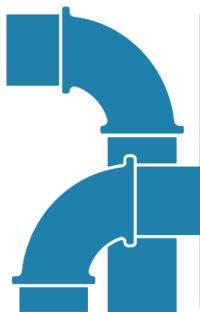
LANE MILES MAINTAINED

190
(+ 10 alley miles)



MILES OF WATER MAINS

99



MILES OF SEWER MAINS

86



CITY EMPLOYEES

170



ACRES OF PUBLIC PARKS

78



ANNUAL AVERAGE HOUSEHOLD KILOWATT-HOURS

8,525



The Communication Team

The Communication Team is a small group of City staff from across departments that works to provide clear, effective, and timely communication to the City's various audiences in an effort to help inform and educate regarding the City's mission, purpose, services, and achievements among residents, businesses, visitors, and other key stakeholders. The Communication Team works to ensure the City maintains its organizational integrity and consistent communication messaging through all of its strategic communication efforts. The Communication Team assembles on a regular basis to discuss ongoing and upcoming communication projects, and is comprised of the **City Supervisor, Deputy City Supervisors, Police and Fire Public Information Officers, and the Communication Specialist.**

In addition to serving the City's communication goals and objectives, it is the responsibility of the Communication Team to establish additional "Communication Liaisons" for every department, with whom members of the Team will regularly coordinate in order to collect ideas for future communication projects.

Core Functions of the Communication Team

Strategic Communication Planning Process

Implement City Council's strategic planning goals and guiding principles through thoughtful, essential, and effective communication. This form of communication is about telling the stories of Moscow services and how those services impact the community. By uncovering and sharing the human aspect of the City's work, we illustrate how implied goals are translated into action for our residents and businesses.

Communication Support for Offices & Departments

As department leaders and City staff seek communication support for programs and projects, the Communication Team helps to ensure that projects, initiatives, and events are communicated in an effective and timely manner.

Emergency Communication

This form of communication occurs unexpectedly and takes many forms. When a crisis occurs, the Communication Team will develop and position emergency messages, correctly and effectively disseminate information, prepare department leaders and emergency responders, and manage media relations.

Public Engagement

The Communication Team works to develop and carry out successful strategies to engage the public in their local government and City services.

Message Management

The Communication Team ensures that the City's communication is consistent and truly representative of the Moscow community.



Strategic Communication Planning Process

To best support the City, the Communication Team utilizes the following process to intake ideas, strategize key messages, and create high-quality content in order to effectively communicate and engage the residents of Moscow.





Office & Department Support Process

This chart illustrates how typical communication requests are processed and the responsibilities of those involved.

1

DEPARTMENT:

- Provides background on project
- Outlines project objectives
- Identifies needs and resources

2

DEPARTMENT + COMMUNICATION SPECIALIST:

- Meets 1-on-1 to discuss project
- Determines project scope and required resources
- Develops communication plan and strategy

3

COMMUNICATION TEAM:

- Advises on implementation and integration of strategic planning goals
- Advises on project-specific logistics and resource management

4

COMMUNICATION SPECIALIST + DEPARTMENT:

- Creates deliverables
- Coordinates distribution of deliverables to target audience
- Provides measurements of success to Dept. and Comm. Team



Communication Priorities

The intended result of this Communication Plan is a more effective local government with broad community interaction, and greater community understanding of City goals and services. This plan is based on the following priorities; practical strategies and tactics to achieve goals follow each priority.

PRIORITY 1 — Lead Strategic Communication Efforts

Goal: Work directly with Council, staff, and partners to ensure communication and outreach efforts, objectives, and outcomes align with the strategic goals of the organization and promote community understanding.

PRIORITY 2 — Provide Open & Timely Communication

Goal: Share accurate, non-biased information promptly through a variety of communication channels. Ensure that crisis communication efforts are timely and well directed.

PRIORITY 3 — Ensure a Well-Informed City Workforce

Goal: Keep City employees informed and involved in the broader mission of the City organization to ensure they understand and are well informed regarding City programs, activities, and initiatives.

PRIORITY 4 — Provide Measurements of Progress & Success

Goal: Track metrics to evaluate communication efforts and effectiveness in order to guide future communication programs and projects.



PRIORITY 1 — Lead Strategic Communication Efforts

Goal: Work directly with Council, staff, and partners to ensure communication and outreach efforts, objectives, and outcomes align with the strategic goals of the organization and promote community understanding.

Strategies

- **Create a better understanding of City Council goals and priorities.**
By clearly and consistently outlining the goals and vision for the City of Moscow, residents will have a better understanding of why and how public policy decisions are made and actions are implemented by the local government, and will trust that their suggestions and feedback is considered in policies, procedures, and programs.
- **Work directly with department directors and division leaders to ensure messaging and communication efforts support the City's Strategic Plan and City Council priorities.**
Just as City projects and initiatives should align with Council's priorities and tie into the City's long- range planning initiatives, all communication efforts should also reflect and support City goals. This includes internal communication initiatives for employees, external communication to community members, and communication shared with partner organizations. This coordination ensures consistency, strengthens strategic message delivery, and enhances mutual understanding.

Actions

1. **Form the Communication Team**
The formation of the Communication Team is the first practical step in enacting the goals laid out in this plan. The Communication Team have the principal responsibility of supporting, guiding, and managing communication functions in the overall City organization.
2. **Identify Communication Liaisons for each department and meet regularly**
To ensure each department has equal and necessary access to the Communication Team's resources and abilities, individual "Communication Liaisons" must be identified in each department, and chosen based on departmental authority and scope of perspective. The Communication Specialist will meet regularly with each liaison to discuss the major issues and opportunities coming up in the next quarter and beyond, identify communication priorities and resources, and develop key messages and communication strategies.
3. **Prepare a Communication Campaign Calendar**
Develop a 12-month forward-looking communication calendar and review and update monthly to strategically plan out social media, newsletter, news media, and website content. This will help ensure communication campaigns are coordinated to reduce conflicts and resource bottlenecks, and allow the City to be strategic about communicating



important projects, overarching stories, and timely topics. This may include monthly themes or annual areas of focus.

4. Develop and standardize communication processes and procedures

To help ensure that a project or initiative is properly communicated, a solid communication process should be established. Through this process, standard communication steps can be outlined and then followed for each new messaging campaign. This may include sharing information on the City website, scheduling social media posts or in-person meetings, distributing information to the media and City staff, and creating custom graphics for the campaign. The process will be adjusted based on the project goals and constraints, but a general approach will provide a framework for how communication tools can be used.

5. Integrate vision, goals, and strategies into communication efforts and web presence

The main vision, goals, and strategies of the City should be present in all forms of communication and should be front and center on the City's website. The City's website is the first place that residents go for information about Moscow, and it's important to clearly outline the vision and central goals of the City on the site. This is a simple and effective way to show the guidelines that government officials refer to when making decisions and how they are working to shape Moscow for the future. By sharing these points with residents, the City can regularly articulate how services and actions are related and help achieve its goals.

PRIORITY 2 — Open & Timely Communication

Goal: Share accurate, non-biased information promptly through a variety of communication channels. Ensure that crisis communication efforts are timely and well directed.

Strategies

- **Provide information that is convenient, timely, and easily accessible for the target audience.**

The City of Moscow should be prompt in publishing information in a variety of channels appropriate for key audiences so that the public is informed as quickly as possible. Timely and effective distribution of relevant information will reinforce the City's commitment to transparency.

- **Promote accurate and comprehensive local and regional media coverage.**

Building relationships between the City and local media is helpful to the community. By working with the media to establish greater trust, the City will have more influence over the accuracy of information that is communicated to the public and increase the likelihood of stories about Moscow receiving appropriate media coverage.



Actions

1. Monitor and maintain the Communication Campaign Calendar

Once created, the Communication Campaign Calendar must be treated as an evolving, well-monitored document. Timelines and objectives can be fluid, so a calendar packed tight with various communication projects must also be flexible and constantly monitored in order to avoid conflicting project needs. Additionally, communication projects should be reviewed upon completion in order to modify and improve future reiterations based on findings.

2. Develop a comprehensive list of communication resources based on audience and subject matter

Though certain communication channels (such as social media) may often appear to offer the most reach, being able to quickly review and consider *all* of the City's available communication resources will help us reach not only the most people, but also the right people. To accomplish this, the Communication Team will gather all resources into a single, comprehensive, and user-friendly matrix that will assist with quick identification of the fastest and most appropriate way to reach specific target audiences.

3. Crisis communication training

City Staff and elected officials must be ready to respond to community and media interests in times of crisis. Key staff members in relevant departments, such as Administration, Fire, Police, and Public Works and Services, should attend crisis communications training to be better prepared to respond. Elected officials should also receive training in media relations and communication during on-boarding and during periodic refreshers. In addition, the Communication Team will research and create a "Crisis Communications Handbook" the City can quickly reference when needed.

4. Maintain relationship with local press

Establishing regular contact with local press representatives to share upcoming programs, activities, and issues will further bolster the City's reach and, most importantly, improve the City's ability to own its own narrative from the outset, ensuring that the public receives information that is accurate and without distortion.

PRIORITY 3 — Ensure a Well-Informed City Workforce

Goal: Keep City employees informed and involved in the broader mission of the City organization to ensure they understand and are well informed regarding City programs, activities, and initiatives.

Strategies

- Provide employees with regular opportunities to learn about the issues, challenges, and decisions affecting both the City's operations and the work environment.



COMMUNICATION PLAN 2024

Communicate with employees on as many platforms as necessary so all employees receive consistent and timely messages. Provide relevant and accurate information to employees in the office and in the field to empower employees to be good representatives of the City.

Actions

1. Regular employee information

Develop and distribute regular employee newsletters, email blasts, and messages from the City Supervisor and other City Management Team members.

2. Develop regular face-to-face meetings with employee groups

It's important for City management to meet with employees in person to strengthen familiarity and trust within the organization. At the same time, these are opportunities for employees to ask questions and get straight answers.

3. Celebrate employee accomplishments

As teams and individuals accomplish significant milestones, we will provide opportunities for the workforce and the community to understand and appreciate these achievements.

PRIORITY 4 — Provide Measurements of Progress & Success

Goal: Track metrics to evaluate communication efforts and effectiveness in order to guide future communication programs and projects.

Strategies

• Track Key Performance Indicators

There are a variety of standard metrics, also known as key performance indicators, which will be used to track the success of the City's communication techniques. The City will evaluate these metrics on a regular basis and compare them to previous statistics to understand what techniques are working well and which need improvements, refinement, or further implementation. Less standard metrics that are quite a bit more challenging to monitor include behavior changes, attitude changes, and awareness changes. These metrics are attached to considerable effort, but may give a better picture of outreach effectiveness. The Communication Team will continue to look for proven methods for monitoring these metrics.

• Set goals for Key Performance Indicators

As part of the ongoing communication planning process and ahead of each major project launch, the Communication Team will set goals and then outline the key performance indicators that will be used to identify success, measure effectiveness, and refine future plans.



Actions

1. Routine data collection and organization

The Communication Specialist will coordinate the continued collection of new analytics and report on the data at each Communication Team meeting.

2. Debrief with departments after projects conclude

Data gathered is only useful if it is applied to future communication projects. Following the conclusion of a communication project, the Communication Specialist will report back to the involved department with new data in order to establish a circular, evolving communication methodology particular to that department.





Key Performance Indicators

Media Coverage

News releases

The number of releases reacted to by the media.

News sentiment

The sentiment of mentions, articles, or interviews published by the media.

Reach

The reach of advertisements (both paid and unpaid) and news stories in media outlets. Examples include ads and news stories in print and online and the number of people who saw it based on the number of publications printed or the number of people who visited the webpage where the content is located.

E-Newsletters

Subscribers

The number of people who have signed up to receive the communication.

Open rate

The average percentage of recipients who open the email or notification.

Click-through rate

The average percentage of recipients who click on an active link within the email or publication.

Website

Unique visits

The number of distinct individuals visiting the site.

Page views

The number of times a page on the site has been viewed.

Top pages

The pages that are visited most frequently; the top 5 should be tracked regularly.

Bounce rate

The percentage of people who navigate away from the site after only viewing one page. A lower bounce rate means that people are exploring the page and finding the information they shared.

Search terms



The more frequently a term is searched, the more likely it is that visitors are not finding what they need, and suggests it may need to be displayed more prominently.

Social Media

Followers

The number of people who subscribe to, and follow, the City's pages.

Engagement

The number of people who take action by interacting with the City's pages including likes, comments, tags, or shares.

Reach

The number of people who saw the City's posts.

Quantity and Quality of Posts

Number of posts and metrics on content, including photos, videos, events, and polls.

Printed Materials & Paid Advertisements

Distribution Rates

The number of places a printed piece can be found—both physical and online—and the actual number of pieces distributed.

Other Metrics

Quantity of survey responses

Council feedback

Reduction in unsolicited inquiries to departments (demonstrating that the proactive messaging is working)

Video views

Poll results that demonstrate community understanding and engagement

Consistency in use of official City of Moscow logo across departments

Positive community or industry response to advisory groups (quantity and frequency of participation)

Quantity of community complaints

Event and forum attendance