

Public Works / Finance Committee



Regular Meeting ~Amended Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, April 8, 2024

4:00 PM

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

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

REGULAR AGENDA

1. Approval of Public Works/Finance Committee March 11, 2024 Minutes (ACTION ITEM) - Taylor Riedner

2. PUBLIC MEETING: Proposed Lot Division located at 2216 S Main Street (ACTION ITEM) – Aimee Hennrich

The applicant is requesting a lot division to create two lots of approximately .86 acres and 1.70 acres in size from one existing parcel of 2.57 acres in size. The intention of the lot division is to create two separate parcels for independent ownership. The subject property is located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. However, City standards do require every lot to abut a public street right-of-way for a minimum distance of 40'. Both of the proposed lots meet this requirement. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

PROPOSED ACTIONS: Recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division; or provide staff with further direction.

3. Disbursement Report March 2024 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending March, 2024.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of March 2024.

4. Second Quarter Financial Report January 1, 2024 to March 31, 2024 for FY2024 (ACTION ITEM) - Sarah Decker

Presentation of the financial report for the Second Quarter of Fiscal Year 2024 (January 1, 2024 to March 31, 2024).

PROPOSED ACTIONS: Approve the FY2024 Second Quarter Report, or provide staff further direction.

5. Resolution for the Destruction of City Records (ACTION ITEM) - Laurie M. Hopkins

In 2021, the City Council adopted Resolution 2021-27 classifying City records as temporary, semi-permanent, and permanent, each with a retention period. Idaho Code 50-907 allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City departments have reviewed their current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney.

PROPOSED ACTIONS: Recommend approval of the resolution for destruction of City records, or provide staff further direction.

6. Moscow Renaissance Fair Alcohol Use Request in East City Park (ACTION ITEM) - Amanda Argona

Moscow Renaissance Fair LLC is hosting the annual Moscow Renaissance Fair on Saturday, May 4 and Sunday, May 5 in East City Park. The annual event is a community celebration of spring. Live music, artisans, kid-friendly activities, food vendors, and a beer garden are traditional aspects of this event. The applicant anticipates 1 (one) licensed vendor offering beer and wine in the beer garden, which is estimated to be 30'x20' in size. Following standard operating procedures for events with alcohol within a City Park, Moscow Renaissance Fair LLC is requesting the allowance of attendees to possess and consume alcoholic beverages within the beer garden from 12:00-8:00 pm on Saturday and 12:00-5:00 pm on Sunday. 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.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Moscow Renaissance Fair for the listed dates and times during the event; or provide staff with further direction.

7. Artwalk Season Finale Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The City of Moscow Arts Department is hosting the Artwalk Season Finale on Thursday, June 20th, from 4:00 pm to 8:00 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2023-2024 Artwalk Season in an artistic and festive manner. As a City-hosted event, the Arts Department has facilitated the registration of Main Street vendors and demonstrators, as well as business and non-profit host locations. No more than 5 (five) licensed vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, Kidwalk, food sales, art demonstrations, and more. The event has been reviewed and approved as of February 6, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

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

8. Carol Brink Pathway Replacement Project - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

This project's scope includes removing and replacing 670' of 10' wide existing pathway as well as 298' of an HMA overlay at a depth of 1.5" on Carol Brink Pathway located on the north end of the Moscow School District Community Playfields. Restoration of the existing pathway includes crushed rock base, subgrade separation geotextile, HMA paving, and restoring existing landscaping. The City advertised the project for bids on March 9, 2024 & March 16, 2024, and the Engineer's Estimate for the construction was \$94,375.00. Bids were opened on March 26, 2024, at which two (2) bids were received. The bids ranged from \$105,678.00 to \$148,818.25. Of those bids, the lowest responsive bid received was submitted by Motley-Motley with a bid of \$105,678.00. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend acceptance of the Bid from Motley-Motley, award the contract in the amount of \$105,678.00, and authorize staff approval of construction change orders in the amount not to exceed 10% of the contract amount, or provide staff further direction.

9. Latah County Polling Location Agreement (ACTION ITEM) - Bill Belknap

In 2019, the City of Moscow entered into an agreement with Latah County to allow the County to utilize the Hamilton Indoor Recreation Center as a polling location during elections that are administered by the County Clerk's office at no cost to the County. It has come to both parties' attention that the prior 2019 agreement expired in 2020, even though the County has continued to utilize the facility as a polling place since 2019. Staff has prepared an updated agreement with similar terms and conditions that would cover all elections for the next five years and which includes a slightly shortened time window allowed for use of the facility as a polling location for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the Polling Location Agreement; or take other action deemed appropriate.

10. Paramedic Agreement with the Volunteer Fire Department of Moscow Idaho (ACTION ITEM) - Bill Belknap

The City has reached an agreement with the Volunteer Fire Department of Moscow, Idaho, to jointly fund three paramedic/firefighter positions to ensure 24/7 paramedic coverage required by the Departments Advanced Life Support (ALS) EMS license. Under the agreement, the Volunteers would fund the positions for the first three years, after which the City would fund 5% of the positions, which would be increased by 5% per year until reaching an 80%/20% cost distribution between the Volunteers and the City. In addition, beginning in 2026, the City would contribute 25% of the cost of future ambulance replacements. The Volunteer Board unanimously approved the proposal and their Board meeting on February 22, 2024. Staff has prepared an agreement for the shared positions for the Council's consideration.

Recommend approval of the Paramedic Agreement with the Volunteer Fire Department of Moscow, Idaho; or take other action as deemed appropriate.

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.

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
March 11, 2024**

4:00 PM

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

The meeting was called to order at 4:00 p.m.

PRESENT: Julia Parker, Gina Taruscio, Drew Davis

OTHERS:

STAFF: Cody Riddle, Amanda Argona, Sarah Decker, Taylor Riedner

REGULAR AGENDA

1. Approval of Public Works/Finance Committee February 13, 2024 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report February 2024 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending February, 2024.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of February 2024.

Decker introduced the item by highlighting major expenditures including a payment to the airport and booster station phase 2. Needing no further discussion, Committee approved the report, authorized the use of digital signatures, and place it on Council consent agenda.

3. Fourth Quarter Financial Report July 1, 2023 to September 30, 2023 for FY2023 (ACTION ITEM) - Sarah Decker

Presentation of the financial report for the fourth quarter of Fiscal Year 2023 (July 1, 2023 to September 30, 2023).

PROPOSED ACTIONS: Approve the FY2023 Fourth Quarter Report, or provide staff with further direction

Decker explained that most items should be around 100% other than year-end transfers that include unanticipated fund balances. Line items that were over expensed were still covered by funds in that particular budget as a whole. The Committee recommended approval and place it on Council consent agenda.

4. Earth Day Celebration Alcohol Use Request in East City Park (ACTION ITEM) - 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.

PROPOSED ACTIONS: Recommend approval of 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; or provide staff with further direction.

Argona introduced the item by reviewing the 2 previous Earth Day Celebrations and the process it takes to approve such events.

Stevie (Inland North Waste) shared that the intent of the event is to be family friendly and therefore the beer garden will only be a smaller area of the park. The only alcohol vendor will be Shattuck Brewery. There will also be non-profit organizations and arts and crafts staged throughout the event footprint.

Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

5. Personal Delivery Devices License Agreement-Starship Technologies (ACTION ITEM) - 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.

PROPOSED ACTIONS: Recommend approval of the proposed license agreement; or provide staff further direction.

Riddle introduced the item by reflecting on the original agreement with Starship and the success of operations over the last year. There have been no conflicts to report to date. If approved, Starship will pay the \$250 per year fee upfront. Approximately 14,000 orders were made using these devices and 14,670 cumulative miles that were driven. The number of devices allowed in the agreement will not change and is set at a maximum of 30. However, there are only 13 devices currently deployed. The Committee recommended approval and that it be placed on the Council consent agenda.

6. Consideration of Financial Participation in the Bill Chipman Trail Bridge Replacement Project (ACTION ITEM) - 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.

PROPOSED ACTIONS: Recommend approval to financially participate in the replacement cost of bridge #5 along the Bill Chipman Trail in an amount not to exceed \$40,000; or provide staff with further direction.

Riddle presented the item as written above. There would be a detour provided while the project is ongoing which may take a couple of months. The City of Moscow, City of Pullman, Whitman County, Washington State University, and the University of Idaho entered into an agreement in 1997 to share costs of operating and maintaining the Chipman Trail. Whitman County has committed to pay any costs beyond the estimated \$250,000. The city's contribution of \$40,000 would be expensed from the Parks Capital Projects Fund. Committee recommended staff to review the current 1997 agreement and insurance of the trails. The Committee recommended approval and that it be placed on the consent agenda.

ADJOURN

The meeting adjourned at 4:22 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 8, 2024



AGENDA ITEM TITLE

PUBLIC MEETING: Proposed Lot Division located at 2216 S Main Street (ACTION ITEM) – Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicant is requesting a lot division to create two lots of approximately .86 acres and 1.70 acres in size from one existing parcel of 2.57 acres in size. The intention of the lot division is to create two separate parcels for independent ownership. The subject property is located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. However, City standards do require every lot to abut a public street right-of-way for a minimum distance of 40'. Both of the proposed lots meet this requirement. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the lot division request with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application
2. Exhibit Existing
3. Legal Existing
4. Exhibit Proposed
5. Legal Proposed

March 4, 2024

Mayor Bettge
Members of the City Council
City of Moscow, Idaho
206 E Third Street
Moscow, Idaho 83843

Subject: Request for Lot Division – Warranty Deed 632550.

Dear Mayor Bettge and Members of the City Council,

I am writing to request a lot division for a property described in Warranty Deed 632550, owned by Fountains Industrial Park LLC, represented by Joel Cohen. The proposed division aims to split the original parcel into two separate lots.

Please see the attached proposed record of survey and legal descriptions detailing the boundaries of each new parcel.

Enclosed are:

1. Warranty Deed 632550
2. Proposed Record of Survey
3. Proposed Legal Descriptions

Should you require any further information or clarification regarding this request, please do not hesitate to contact me at 208.882.3520 or nurinimmer@moscow.com.

Sincerely,



Nuri W. Nimmer, PE
Principal
Hodge & Associates, Inc.

Survey References:

- ### Surveyor's Certificate

Basis of Bearings

Surveyor Narrative

- Legend



- (100)

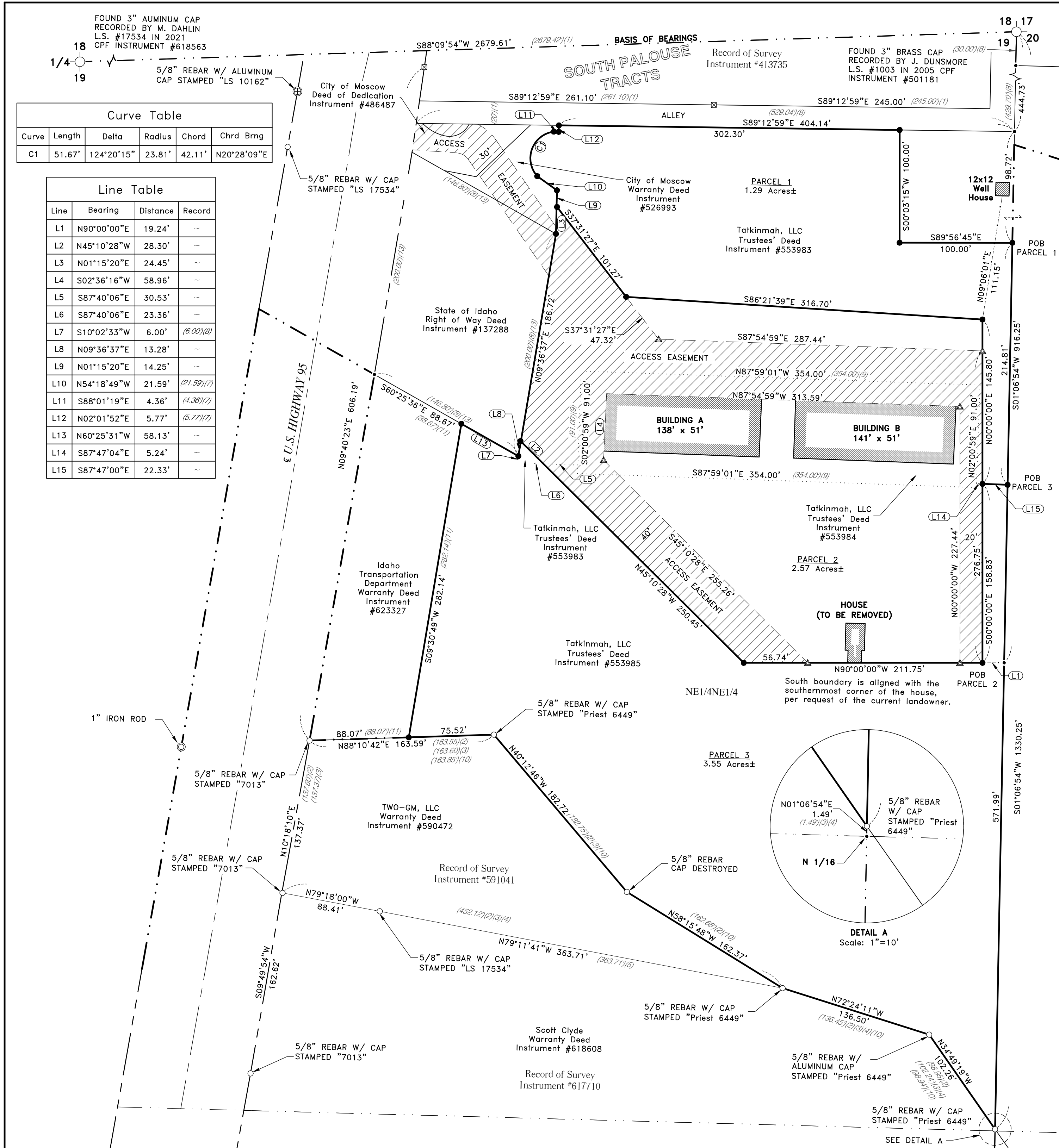
-

DATE & HOUR:

60' FEE \$ _____ BY _____

A graphic scale bar labeled "FEET" with markings for 0, 15, and 30 feet.

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



Record of Survey for:
Fountain Industrial Park
Moscow Idaho

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

1 of 1

Exhibit "A"
Legal Description

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

Commencing at the Northeast corner of said Section 19, thence S. 01° 06' 54" West, 916.25 feet to a point on the East line of said Northeast Quarter; thence leaving said East line, West, 19.24 feet to the Point of Beginning; thence N. 90° 00' 00" West 211.75 feet to a point; thence N. 45° 10' 28" W, 250.45 feet to a point on the North line of a parcel described in Trustees Deed, Instrument No. 553985, Latah County Records; thence continuing N. 45° 10' 28" W, 28.30 feet to a point on the East line of a parcel described in Right-of-Way Deed, Instrument No. 137288, Latah County Records; thence along said East line, N. 09° 36' 37" E. 186.72 feet to the Southeast corner of a parcel described in Warranty Deed, Instrument No. 526993, Latah County Records; thence along the East line of said parcel, N. 01° 15' 20" E, 24.45 feet to a point; thence leaving said West line, S. 37° 31' 27" E, 101.27 feet to a point; thence S. 86° 21' 39" E, 316.70 feet to a point; thence S. 00° 00' 00" E. 304.63 feet to the Point of Beginning.

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

February 12, 2024

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

Legal Description for Fountain Industrial Park Parcel 1 in Corresponding Exhibit After Proposed Split by Hodge and Associates

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

Commencing at the Northeast Corner of said Section 19; thence, S01°06'54"W, 916.25 feet, to a point on the east line of said Northeast Quarter, thence leaving said east line, N90°00'00"W, 230.99 feet, to the **Point of Beginning**:

Thence N45°10'28"W, 278.83 feet, to a point on the east line of a parcel described in Right of Way Deed, Instrument #137288, Latah County Records;
Thence along said east line, N10°04'00"E, 65.66 feet;
Thence leaving said east line, S87°54'59"E, 218.12 feet to a point;
Thence S02°12'33"W, 220.11 feet to a point;
Thence S34°51'03"W, 40.61 feet to the **Point of Beginning**.

Parcel contains an existing structure known as Building A of the Fountain Industrial Park.

Parcel contains 0.86 acres, more or less.

TOGETHER WITH AND SUBJECT TO, a nonexclusive easement for ingress and egress, thirty (30) feet in width, over the existing roadway extending from U.S. Highway 95 across portions of Section 19 to the above described parcel, as described in Trustees' Deed, Instrument #553983, Latah County Records.

ALSO SUBJECT TO, a nonexclusive easement for ingress and egress, described as follows:

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

Thence N90°00'00"W, 20.00 feet, to a point;
Thence N00°00'00"W, 227.44 feet, to a point aligned with the north side of the structures known as Building A and Building B of the Fountain Industrial Park;
Thence along the north side of said structures, N87°54'59"W, 313.59 feet, to the northwest corner of Building A;
Thence along the west side of Building A, S02°36'16"W, 58.96 feet to a point 40.00 feet perpendicular from the southwesterly line of said parcel;
Thence along a line parallel to, and 40.00 feet from, said southwesterly line, S45°10'28"E,

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

F:\4735-Cohen Lot Division\4735-Word\Drafts for City of Moscow\Cohen Parcel 1 AFTER 0223A.docx

February 12, 2024

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

255.26 feet, to a point on the south line of the said parcel;
Thence along the said south line, N90°00'00"W, 56.74 feet, to a point;
Thence N45°10'28"W, 278.83 feet, to a point on the east line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;
Thence along said east line, N10°04'00"E, 184.59 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
Thence along the east line of said parcel, N02°09'54"E, 24.88 feet, to a point;
Thence leaving said east line, S37°31'27"E, 146.22 feet, to a point 50 feet perpendicular from the north side of said Building A;
Thence along a line 50 feet from and parallel to the north sides of Buildings A and B, S87°54'59"E, 287.44 feet, to the east line of said parcel;
Thence S00°00'00"W, 276.75 feet, to the **Point of Beginning**.

Easement contains 44,604 square feet, more or less.

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

F:\4735-Cohen Lot Division\4735-Word\Drafts for City of Moscow\Cohen Parcel 1 AFTER 0223A.docx

February 12, 2024

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

Legal Description for Fountain Industrial Park Remnant Parcel in Corresponding Exhibit After Proposed Split by Hodge and Associates

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

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

Thence N90°00'00"W, 211.75 feet to a point;
 Thence N34°51'03"E, 40.61 feet to a point;
 Thence N02°12'33"E, 220.11 feet to a point 20 feet perpendicular from the north alignment of the structures known as Buildings A and B of the Fountain Industrial Park;
 Thence along a line parallel with said alignment, N87°54'59"W, 218.12 feet, to a point on the east line of a parcel described in Right of Way Deed, Instrument #137288, Latah County Records;
 Thence along said east line, N10°04'00"E, 118.92 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
 Thence along the east line of said parcel, N02°09'54"E, 24.88 feet;
 Thence leaving said east line, S37°31'27"E, 98.90 feet, to a point;
 Thence S86°21'39"E, 316.70 feet, to a point;
 Thence S00°00'00"E, 304.63 feet, to the **Point of Beginning**.

Parcel contains an existing structure known as Building B of the Fountain Industrial Park.

Parcel contains 1.70 acres, more or less.

TOGETHER WITH AND SUBJECT TO, a nonexclusive easement for ingress and egress, thirty (30) feet in width, over the existing roadway extending from U.S. Highway 95 across portions of Section 19 to the above described parcel, as described in Trustees' Deed, Instrument #553983, Latah County Records.

ALSO SUBJECT TO, a nonexclusive easement for ingress and egress, described as follows:

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

Thence N90°00'00"W, 20.00 feet, to a point;

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

F:\4735-Cohen Lot Division\4735-Word\Drafts for City of Moscow\Cohen Remnant Parcel AFTER 0223A.docx

February 12, 2024

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

Thence N00°00'00"W, 227.44 feet, to a point aligned with the north side of the structures known as Building A and Building B of the Fountain Industrial Park;
 Thence along the north side of said structures, N87°54'59"W, 313.59 feet, to the northwest corner of Building A;
 Thence along the west side of Building A, S02°36'16"W, 58.96 feet to a point 40.00 feet perpendicular from the southwesterly line of said parcel;
 Thence along a line parallel to, and 40.00 feet from, said southwesterly line, S45°10'28"E, 255.26 feet, to a point on the south line of the said parcel;
 Thence along the said south line, N90°00'00"W, 56.74 feet, to a point;
 Thence N45°10'28"W, 278.83 feet, to a point on the east line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;
 Thence along said east line, N10°04'00"E, 184.59 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
 Thence along the east line of said parcel, N02°09'54"E, 24.88 feet, to a point;
 Thence leaving said east line, S37°31'27"E, 146.22 feet, to a point 50 feet perpendicular from the north side of said Building A;
 Thence along a line 50 feet from and parallel to the north sides of Buildings A and B, S87°54'59"E, 287.44 feet, to the east line of said parcel;
 Thence S00°00'00"W, 276.75 feet, to the **Point of Beginning**.

Easement contains 44,604 square feet, more or less.

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

F:\4735-Cohen Lot Division\4735-Word\Drafts for City of Moscow\Cohen Remnant Parcel AFTER 0223A.docx

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 8, 2024



AGENDA ITEM TITLE

Disbursement Report March 2024 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending March 31st, 2024. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,558,889.97.

Payroll	\$1,218,494.00
Professional Services	\$96,595.00
Sanitation	\$362,704.00
Capital Outlay	\$61,999.00
Capital Outlay - Improvement	\$227,951.00
Supplies	\$128,869.00
Utilities	\$98,953.00
Contractual Payments	\$195,547.00
ACH Wells Fargo	\$35,286.00
Total	\$2,426,398.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of March 2024.

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of March 2024.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. March Revenue Report 2024

2. Cash & Investments Balances - March 2024
3. Disbursement Report - March 2024
4. Major Expenditures - March 2024

RECEIPTS REPORT FOR MARCH 2024

RECEIPTS REPORT FOR MARCH 2024												
	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	98,714.56	166,098.46	46,672.84	0.00	145,284.44	14,146.12	258,812.86	34,849.73	101.00	4,950.80	769,630.81
105	STREETS	6,283.39	0.00	0.00	0.00	-8.05	0.00	0.00	0.00	0.00	0.00	6,275.34
120	RECREATION AND CULTURE	0.00	0.00	75.00	0.00	32,264.34	0.00	0.00	250.00	0.00	0.00	32,589.34
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	8,091.01	0.00	0.00	0.00	0.00	0.00	0.00	8,091.01
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,671.12	0.00	0.00	0.00	0.00	0.00	1,671.12
220	WATER	0.00	0.00	0.00	0.00	447,890.85	0.00	1,487.36	0.00	0.00	0.00	449,378.21
230	SEWER	0.00	0.00	0.00	0.00	622,531.54	0.00	1,878.05	157.57	0.00	0.00	624,567.16
235	STORMWATER	0.00	0.00	0.00	0.00	50,489.48	0.00	0.00	0.00	0.00	0.00	50,489.48
240	SANITATION	0.00	0.00	0.00	0.00	484,486.53	0.00	0.00	-26.04	0.00	0.00	484,460.49
290	FLEET	0.00	0.00	0.00	0.00	79,097.99	0.00	0.00	0.00	0.00	0.00	79,097.99
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	147,205.27	0.00	0.00	0.00	0.00	0.00	147,205.27
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	30,280.30	0.00	0.00	0.00	30,280.30
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	3,207.91	0.00	0.00	0.00	3,207.91
590	BOND & INTEREST	14,227.82	0.00	0.00	0.00	0.00	0.00	2,294.31	0.00	0.00	0.00	16,522.13
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	119,225.77	166,098.46	46,747.84	8,091.01	2,010,913.51	14,146.12	297,960.79	35,231.26	101.00	4,950.80	2,703,466.56

City of Moscow Cash and Investments Balances as of 3/31/2024		
Fund	Year to Date Balance	
General Fund	\$	8,674,656.82
Street Fund	\$	2,301,218.88
Recreation & Culture	\$	1,407,227.18
MSDCP	\$	125,970.44
1912 Fund	\$	69,261.40
Transit Center	\$	71,764.46
Water Fund	\$	3,533,578.80
Sewer Fund	\$	4,234,806.03
Stormwater	\$	385,348.44
Sanitation Fund	\$	3,830,129.54
Fleet Fund	\$	6,567,056.06
Information Systems	\$	5,556,307.58
Water Capital	\$	5,132,170.88
Sewer Capital	\$	20,305,799.75
Stormwater Capital	\$	329,314.22
Capital Projects	\$	11,029,669.84
Sanitation Capital	\$	7,882,292.97
LID Construction	\$	217.28
Hamilton	\$	789,684.90
Bond & Interest	\$	1,045,632.93
LID Funds	\$	35,611.11
Payroll Service	\$	1,218,530.46
Total Cash & Investments	\$	84,526,249.97

DISBURSEMENTS REPORT FOR MARCH 2024											
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
BATCH #		3/7/2024	3/14/2024	3/21/2024	3/28/2024	3/11/2024	3/14/2024		3/8/2024	3/22/2024	
CHECK #'s		AP 3.8.2024	AP 3.15.2024	AP 3.22.2024	AP 3.29.2024	AP 3.8.2024	AP 3.15.2024		PR95	PR96	
Fund #		108346-108399	108400-108462	108463-108537	108538-108625	March's CC ACH's	March's ACH's		21606-21607	21608-21609	
101	GENERAL	27,502.01	8,797.77	23,724.74	50,334.84	14,391.08			359,638.88	367,238.28	851,627.60
105	STREETS	24,177.88	3,866.55	1,179.82	11,206.26	496.24			28,956.26	28,690.53	98,573.54
120	RECREATION AND CULTURE	8,968.15	6,881.14	5,376.26		6,098.53			55,839.40	58,307.53	149,852.95
121	MSD COMM. PLAY FIELDS	129.69	1,592.84		230.00				7,097.04	5,411.32	14,460.89
123	1912 CENTER	10,750.00									10,750.00
128	TRANSIT CENTER	976.28	79.24								1,055.52
220	WATER	40,776.57	26,542.45	14,204.62	26,716.19	1,312.14			50,656.38	51,388.75	211,597.10
230	SEWER	40,429.55	3,132.14	75,885.03	20,580.46	5,378.78	20,697.72		49,131.57	51,723.67	266,958.92
235	STORMWATER	839.98	1,069.61	713.64	1,455.43	88.62			17,087.53	19,263.93	40,518.74
240	SANITATION		106,012.91	124.90	8,000.79	1,295.07	236,812.55		6,886.29	7,054.69	366,187.20
290	FLEET	4,125.23	11,322.56	3,572.88	5,554.66	1,622.18			10,597.91	10,773.27	47,568.69
295	INFORMATION SYSTEMS	43,168.55	15,522.53	91,249.51	38,984.16	4,603.79			16,043.98	16,706.76	226,279.28
320	WATER CAPITAL PROJECTS		31,375.18	219,250.00							250,625.18
330	SEWER CAPITAL PROJECTS			217.67							217.67
335	STORMWATER CAPITAL PROJECTS										0.00
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS	5,591.21	8,701.43	8,324.05							22,616.69
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
941	PAYROLL CLEARING FUND										0.00
	TOTAL	207,435.10	224,896.35	443,823.12	171,444.73	35,286.43	257,510.27	0.00	601,935.24	616,558.73	2,558,889.97

Gina Taruscio

Hailey Lewis

Bryce Blankenship

Sarah L. Decker, Director of Finance & Employee Services

[illegible]

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 8, 2024



AGENDA ITEM TITLE

Second Quarter Financial Report January 1, 2024 to March 31, 2024 for FY2024 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Presentation of the financial report for the Second Quarter of Fiscal Year 2024 (January 1, 2024 to March 31, 2024).

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the FY2024 Second Quarter Report, or provide staff further direction.

STAFF RECOMMENDATION

Approve the Second Quarter Report for Fiscal Year 2024 (January 1, 2024 to March 31, 2024).

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Quarterly Financials - March 2024 - Council Report
2. Quarterly Financials - March 2024 - Summary

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending 9/30/2024
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

					Percent of Year 50% Budget to Actual To Date
Fund		Original Budget	Final Budget	March-24 YTD	
101	General Fund Revenues	22,621,729	22,621,729	10,423,728	46.08%
	Salaries & Benefits	11,336,239	11,336,239	4,796,788	42.31%
	Operations	6,506,833	6,506,833	3,437,447	52.83%
	Capital Outlay	31,150	31,150	31,150	100.00%
	Transfers	4,747,507	4,747,507	2,442,070	51.44%
	Total General Fund Expenditures	22,621,729	22,621,729	10,707,454	47.33%
105	Street Department Revenues	4,465,855	4,465,855	1,291,204	28.91%
	Salaries & Benefits	1,014,059	1,014,059	405,812	40.02%
	Operations	1,395,243	1,395,243	461,591	33.08%
	Capital Outlay	0	0	0	0.00%
	Transfers	2,056,553	2,056,553	707,760	34.41%
	Total Street Fund Expenditures	4,465,855	4,465,855	1,575,163	35.27%
120	Recreation & Culture Revenues	3,881,145	3,881,145	1,485,206	38.27%
	Salaries & Benefits	2,361,049	2,361,049	790,831	33.49%
	Operations	1,403,971	1,403,971	444,347	31.65%
	Capital Outlay	0	0	0	0.00%
	Debt Service	0	0	0	0.00%
	Transfers	116,125	116,125	116,125	100.00%
	Total Parks & Rec Expenditures	3,881,145	3,881,145	1,351,303	34.82%
121	MSD Community Playfields Revenues	251,483	251,483	100,881	40.11%
	Salaries & Benefits	73,458	73,458	22,635	30.81%
	Operations	114,576	114,576	24,530	21.41%
	Transfers	63,449	63,449	35,735	56.32%
	Total MSD Community Playfields	251,483	251,483	82,900	32.96%
123	1912 Center Revenues	156,440	156,440	65,770	42.04%
	Operations	138,500	138,500	65,611	47.37%
	Capital Outlay	17,940	17,940	0	0.00%
	Total 1912 Center Expenditures	156,440	156,440	65,611	41.94%
128	Transit Center Revenues	43,050	43,050	31,840	73.96%
	Operations	43,050	43,050	10,757	24.99%
	Transfers	0	0	0	0.00%
	Total Transit Center Fund	43,050	43,050	10,757	24.99%
220	Water Fund Revenues	9,221,800	9,221,800	3,391,529	36.78%
	Salaries & Benefits	1,592,529	1,592,529	680,881	42.75%
	Operations	2,454,891	2,454,891	818,159	33.33%
	Capital Outlay	490,000	490,000	97,987	20.00%
	Debt Service	268,222	268,222	134,111	50.00%
	Transfers	4,416,158	4,416,158	2,361,845	53.48%
	Total Water Fund Expenditures	9,221,800	9,221,800	4,092,982	44.38%
230	Sewer Fund Revenues	10,253,082	10,253,082	4,725,455	46.09%
	Salaries & Benefits	1,559,157	1,559,157	690,737	44.30%
	Operations	2,569,045	2,569,045	1,004,144	39.09%
	Capital Outlay	160,000	160,000	47,800	29.88%
	Debt Service	401,500	401,500	3,617	0.90%
	Transfers	5,563,380	5,563,380	2,900,021	52.13%
	Total Sewer Fund Expenditures	10,253,082	10,253,082	4,646,319	45.32%

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending 9/30/2024
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

				Percent of Year 50% Budget to Actual To Date	
	Fund	Original Budget	Final Budget	March-24 YTD	
235	Stormwater Fund Revenues	1,237,166	1,237,166	643,367	52.00%
	Salaries & Benefits	546,676	546,676	233,656	42.74%
	Operations	364,784	364,784	41,683	11.43%
	Capital Outlay	25,000	25,000	827	3.31%
	Debt Service	0	0	0	0.00%
	Transfers	300,706	300,706	186,378	61.98%
	Total Stormwater Fund Expenditures	1,237,166	1,237,166	462,545	37.39%
240	Sanitation Fund Revenues	7,625,202	7,625,202	3,351,962	43.96%
	Salaries & Benefits	243,715	243,715	109,732	45.02%
	Operations	5,661,549	5,661,549	2,509,687	44.33%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,719,938	1,719,938	571,794	33.25%
	Total Sanitation Fund	7,625,202	7,625,202	3,191,213	41.85%
290	Fleet Management Revenues	5,369,512	5,369,512	1,802,564	33.57%
	Salaries & Benefits	384,073	384,073	142,867	37.20%
	Operations	4,611,439	4,611,439	229,368	4.97%
	Capital Outlay	374,000	374,000	617,907	165.22%
	Debt Service	0	0	0	0.00%
	Transfers	0	0	74,830	0.00%
	Total Fleet Management Expenditures	5,369,512	5,369,512	1,064,972	19.83%
295	Information Systems	6,143,215	6,143,215	1,030,391	16.77%
	Salaries & Benefits	592,190	592,190	229,065	38.68%
	Operations	3,199,452	3,199,452	604,623	18.90%
	Capital Outlay	2,346,573	2,346,573	12,432	0.53%
	Transfers	5,000	5,000	193,760	3875.20%
	Total Information Systems Expenditures	6,143,215	6,143,215	1,039,880	16.93%
	Revenue for Miscellaneous Funds				
320	Water Construction Fund	9,709,996	9,709,996	1,807,374	18.61%
330	Sewer Construction Fund	19,801,854	19,801,854	2,500,556	12.63%
335	Stormwater Capital Fund	308,939	308,939	192,123	62.19%
340	Sanitation Construcion Fund	8,048,986	8,048,986	594,841	7.39%
350	Capital Projects Fund	10,485,470	10,485,470	4,359,991	41.58%
355	LID Construction Fund	0	0	4	0.00%
380	Hamilton P & R	32,000	32,000	16,681	52.13%
590	Bond & Interest Debt Service Fund	1,054,750	1,054,750	607,479	57.59%
595	LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
	Total Miscellaneous Fund Revenue	49,477,606	49,477,606	10,079,049	20.37%
	Expenses for Miscellaneous Funds				
320	Water Construction Fund	9,709,996	9,709,996	2,230,356	22.97%
330	Sewer Construction Fund	19,801,854	19,801,854	459,228	2.32%
335	Stormwater Capital Fund	308,939	308,939	9,632	3.12%
340	Sanitation Construcion Fund	8,048,986	8,048,986	0	0.00%
350	Capital Projects Fund	10,485,470	10,485,470	376,290	3.59%
355	LID Construction Fund	0	0	0	0.00%
380	Hamilton P & R	32,000	32,000	16,000	50.00%
590	Bond & Interest Debt Service Fund	1,054,750	1,054,750	110,300	10.46%
595	LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
	Total Miscellaneous Fund Expenses	49,477,606	49,477,606	3,201,806	6.47%
	Total City Revenue (1)	120,747,285	120,747,285	38,422,946	31.82%
	Total City Expenses	120,747,285	120,747,285	31,492,904	26.08%

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

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

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending 9/30/2024

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Original Budget	Final Budget	March-24 YTD	Percent of Year 50% Budget to Actual To Date
General Fund				
Revenues	22,621,729	22,621,729	10,423,728	46.08%
Salaries & Benefits	11,336,239	11,336,239	4,796,788	42.31%
Operations	6,506,833	6,506,833	3,437,447	52.83%
Capital Outlay	31,150	31,150	31,150	100.00%
Transfers	4,747,507	4,747,507	2,442,070	51.44%
Total General Fund Expenditures	22,621,729	22,621,729	10,707,454	47.33%
Bond & Interest Debt Service Revenue	1,090,361	1,090,361	607,479	55.71%
Bond & Interest Debt Service Expenditures	1,090,361	1,090,361	110,300	10.12%
Other Governmental Funds				
Revenues	8,797,973	8,797,973	2,974,900	33.81%
Salaries & Benefits	3,448,566	3,448,566	1,219,278	35.36%
Operations	3,095,340	3,095,340	1,006,835	32.53%
Capital Outlay	17,940	17,940	0	0.00%
Transfers	2,236,127	2,236,127	859,621	38.44%
Debt Service	0	0	0	0.00%
Total Other Governmental Expenditures	8,797,973	8,797,973	3,085,733	35.07%
All Capital Projects Funds				
Revenues	48,387,245	48,387,245	9,471,570	19.57%
Capital Outlay	48,387,245	48,387,245	3,091,506	6.39%
Total Capital Projects Expenditures	48,387,245	48,387,245	3,091,506	6.39%
Enterprise Funds				
Revenues	28,337,250	28,337,250	12,112,313	42.74%
Salaries & Benefits	3,942,077	3,942,077	1,715,007	43.51%
Operations	11,050,269	11,050,269	4,373,672	39.58%
Capital Outlay	675,000	675,000	146,614	21.72%
Debt Service	669,722	669,722	137,728	20.56%
Transfers	12,000,182	12,000,182	6,020,038	50.17%
Total Enterprise Fund Expenditures	28,337,250	28,337,250	12,393,059	43.73%
Internal Service Funds				
Revenues	11,512,727	11,512,727	2,832,955	24.61%
Salaries & Benefits	976,263	976,263	371,932	38.10%
Operations	7,810,891	7,810,891	833,991	10.68%
Capital Outlay	2,720,573	2,720,573	630,339	23.17%
Debt Service	0	0	0	0.00%
Transfers	5,000	5,000	268,590	5371.80%
Total Fleet & IS Expenditures	11,512,727	11,512,727	2,104,852	18.28%
Total City Revenue (1)	120,747,285	120,747,285	38,422,946	31.82%
Total City Expenses	120,747,285	120,747,285	31,492,904	26.08%

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

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

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 8, 2024



AGENDA ITEM TITLE

Resolution for the Destruction of City Records (ACTION ITEM) - Laurie M. Hopkins

RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

ADDITIONAL PRESENTER(S)

DESCRIPTION

In 2021, the City Council adopted Resolution 2021-27 classifying City records as temporary, semi-permanent, and permanent, each with a retention period. Idaho Code 50-907 allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City departments have reviewed their current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution for destruction of City records, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the resolution for destruction of City records

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024-__ Public Record Destruction per Retention Schedule_final

RESOLUTION NO. 2024 – __

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY AND SEMI-PERMANENT PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907 AND MOSCOW RESOLUTION 2021-27; PROVIDING THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Idaho Code allows for the classification and retention of certain records as “permanent”, “semi-permanent” and “temporary”; and

WHEREAS, “semi-permanent” records are those which must be retained for a period of not less than five (5) years after the date of issuance or completion of the matter contained within the record; and

WHEREAS, “temporary” records are those which need to be retained for not less than two (2) years and are so classified by the Council; and

WHEREAS, Idaho Code § 50-907 allows for the City Council to order the destruction of those records which are not considered historical; and

WHEREAS, the records listed herein are only those records which are considered to be “temporary” or “semi-permanent” records pursuant to the Idaho Code and Resolution 2021-27; and

WHEREAS, such temporary or semi-permanent records have been classified as such by the Council hereinbelow; and

WHEREAS, Council has determined that such records have no intrinsic, historical or other value which would preclude their destruction, and upon advice of the City Attorney;

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

Section 1: All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Resolution.

Section 2: That the following records be classified as temporary and that their destruction is hereby ordered:

Department:

Administration

Public Record Requests and Responses

Alcohol Catering Permits

Commission Applications

Date of Records:

Through 2021

Through 2021

Through 2021

Community Events

Craft and Food Jury Registrations	Through 2021
Bell Brigade Registrations	Through 2021
Poster Contest Entries	Through 2021
City Commission Tabling Registrations	Through 2021
Farmers Market Entertainment Applications	Through 2017

Community Development

Public Record Requests and Responses	Through 2021
Residential Building Applications, Plans and Specifications (not including certificate of occupancy)	Through 2008
General Administrative Working Files	Through 2021

Engineering

Right of Way Permit Records	Through 2008
Temporary Access/Construction Easement Records	Through 2021

Police

Pawn Receipts	Through 2021
Cash Receipts	Through 2021
Parking Citations (paid and contested)	Through 2021
Fingerprint Cards	Through 2021
Outside Agency Name Checks	Through 2021
Surveys	Through 2021

Section 3: That the following records be classified as semi-permanent records and that their destruction is hereby ordered:

Department:

Date of Records:

Administration

Business Licenses (alcohol)	Through 2018
Liability Claim records (including property damage records)	Through 2013

Community Development

Bond Certificates	Through 2018
Daycare Facility Licenses and Applications	Through 2018
Commercial Building Applications (not including plans, specifications or certificate of occupancy)	Through 2008
Grant Records	Through 2014

Community Events

Release and Hold Harmless Forms	Through 2018
Performance Vendor Program Registrations	Through 2018
Idaho @Play Registrations	Through 2016
Community Events Volunteer Registrations	Through 2018

Finance

Utility Billing Credits, Adjustments, Cash Receipts and Billing Records	Through FY2018
Utility Billing Shut-off Documentation and Water Meter Receipts	Through FY2018
Accounts Payable Documentation and Related Reports	Through FY2018
Budget Preparation Documentation	Through FY2018
Completed Bond Records (excluding ordinance and legal notice)	Through FY2018
Cancelled Checks	Through FY2018
Check Stubs	Through FY2018
Bank Statements	Through FY2018
Investment Statements	Through FY2018
Employee Time Records	Through FY2018
Wage and Tax Statements and W-2's	Through FY2018
Payroll Deduction and Month-end Payroll Records	Through FY2018
Completed Collection Records	Through FY2018
Accounts Receivables Invoices and Cash Receipts	Through FY2018

Human Resources

Insurance Renewals and Information	2008 – 2012
Police Department Reorganization	1998
2011 Grievance	2011
Department of Transportation Drug Testing	Through 2012
Salary Surveys, Compensation and Position Studies	2002 – 2010

Legal

Closed Misdemeanor and Infraction Files	Through 2017
LifeLoc Logs	Through 2017

Police

Business Licenses (taxi, vendor, solicitor, sidewalk café, pawn, daycare providers)	Through 2017
Temporary Parking Permits	Through 2018
Privacy Statements	Through 2018
Staff Meeting Notes	Through 2018
Law Incident Files	Through 2018
Misdemeanor Citations	Through 2018
Infraction Citations	Through 2018
Auction Records	Through 2018
ITD Grants (mobilizations)	Through 2018
Car Seat Grants	Through 2018

Section 4: That this Resolution shall become effective as of the date of its passage.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

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

Arthur D. Bettge, Mayor

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

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 8, 2024



AGENDA ITEM TITLE

Moscow Renaissance Fair Alcohol Use Request in East City Park (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

David Schott, Parks and Facilities Manager

DESCRIPTION

Moscow Renaissance Fair LLC is hosting the annual Moscow Renaissance Fair on Saturday, May 4 and Sunday, May 5 in East City Park. The annual event is a community celebration of spring. Live music, artisans, kid-friendly activities, food vendors, and a beer garden are traditional aspects of this event. The applicant anticipates 1 (one) licensed vendor offering beer and wine in the beer garden, which is estimated to be 30'x20' in size. Following standard operating procedures for events with alcohol within a City Park, Moscow Renaissance Fair LLC is requesting the allowance of attendees to possess and consume alcoholic beverages within the beer garden from 12:00-8:00 pm on Saturday and 12:00-5:00 pm on Sunday. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Moscow Renaissance Fair for the listed dates and times during the event; or provide staff with further direction.

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024 - _Beer-Wine_City Parks_Ren Fair_Final
2. Alcohol Use Application

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND WINE AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN A PUBLIC PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4.B, 9-6-35, 9-8-17 AND 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 5, Chapter 13, Section 13-4.B., Title 9, Chapter 6, Section 6-35 and Title 9, Chapter 8, Section 8-17 prohibit the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, East City Park in Moscow is a City park as defined in Moscow City Code Title 5, Chapter 13, Section 3.C. (hereinafter “the Park”); and

WHEREAS, Moscow Renaissance Fair, Inc. (hereinafter “the Event Sponsor”) desires to have its sponsored event, Moscow Renaissance Fair (hereinafter “the Permitted Event”), in East City Park (see Attachment “A”); and

WHEREAS, the Permitted Event is an event or series of events sponsored by Event Sponsor, intended to promote a community celebration of spring; and

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

WHEREAS, Council wishes to prohibit the sale and consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

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

SPECIFIC REGULATIONS ON THE SALE AND CONSUMPTION OF BEER AND WINE DURING MOSCOW RENAISSANCE FAIR FROM MAY 4, 2024, THROUGH MAY 5, 2024:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 4th day of May, 2024, from 12:00 p.m. to 8:00 p.m. and the 5th day of May, 2024, from 12:00 p.m. to 5:00 p.m., respectively.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event. City shall be named as an additional insured on the insurance policy of the Event Sponsor.
3. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the Community Events Division the signed original of the Agreement with City, attached as Attachment “B”, to defend, hold harmless and indemnify the City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor’s use of the Park premises.
4. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably determine that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or their designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be only one (1) licensed vendor selling beer and wine at the Permitted Event.
2. The Event Sponsor is required to ensure that all beer and wine shall be sold only by a licensed vendor.
3. The licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The name, address, telephone number, alcohol license permit number of the licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the Community Events Division no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and wine.
5. The City shall play no role in determining which licensed vendor shall be selected to sell alcoholic beverages during the Permitted Event, unless it is a City sponsored event.
6. The Event Sponsor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the licensed vendor's sales or dispensing counter.
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and wine is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required or the use of a private security firm shall be utilized and in the event the Chief of Police approves the use of a private security firm, the Event Sponsor shall obtain written permission for use of said private security firm by the Chief of Police or designee and the Event Sponsor shall be responsible for all payment and costs associated with all security services.
8. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the location, dimension of, and relative distance between the following: (a) the beer and wine garden within the Park; (b) the boundaries where the beer and wine shall be sold and consumed, including entry and exit points; (c) identification checking area; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow Parks and Facilities Manager or their designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and wine sales, dispensing, and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The designated beer and wine sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty-four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown on the site map required by this Resolution.

4. There shall be no more than one (1) entrance and one (1) exit to the designated beer sales and service area, as shown on the map required by this Resolution.
5. All food sales and service shall be located outside the approved area and have a space of no less than ten feet (10') between the approved barrier and food sales or service area.
6. No person shall be allowed to purchase, possess, or consume beer and wine other than within the area designated for beer and wine sales and service as shown on the map required by this Resolution.
7. All beer and wine shall be dispensed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage.
8. Every occupant within the designated beer and wine sales and service area shall provide identification to law enforcement officers, hired security, or City employees who request it.
9. No person under twenty-one (21) years of age shall be present in the area(s) designated for beer and wine sales and service.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer and wine sales and service, stating that entrance by persons under twenty-one (21) years of age is prohibited.
11. Beer and wine shall be sold and consumed only within the designated area in the Park between the hours of 12:00 p.m. and 8:00 p.m. local time on May 4, 2024, and 12:00 p.m. and 5:00 p.m. local time on May 5, 2024, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event. Consumption of alcohol within the Park and outside of the designated beer and wine sales and service area shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the Community Events Division, within ten (10) days of the event, the required fees established by Council that are associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

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

Arthur D Bettge, Mayor

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

Laurie M. Hopkins, City Clerk

1st Street

Monroe St

Hayes St

3rd Street

Playground

B-Ball Court

Volleyball

Horse Shoe

Bathroom

Covered Stage

Plants

Entry/Exit point of beer/wine garden on west end

Serving area inside beer/wine garden towards east end

30'

20'

0 70 140 Feet

N
W E
S



Attachment "B"

AGREEMENT TO DEFEND, TO HOLD HARMLESS
AND TO INDEMNIFY BETWEEN CITY OF MOSCOW, IDAHO
AND MOSCOW RENAISSANCE FAIR, INC. FOR
THE MOSCOW RENAISSANCE FAIR EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and Moscow Renaissance Fair, Inc. (hereinafter "SPONSOR") for the Moscow Renaissance Fair Event (hereinafter "Event") (hereinafter "Agreement") is made and entered into this ____ day of _____, 2024.

WHEREAS, Resolution No. 2024-_____ of the City of Moscow, Idaho, passed and approved on the ____ day of _____, 2024, provides, in part, for the person(s) and/or group holding the approved Event to enter into an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from SPONSOR's use of CITY park premises for the approved Event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all legal and equitable claims, cause of actions, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the Event scheduled to occur May 4, 2024, through May 5, 2024, permitted under the terms of Resolution No. 2024-_____.

SPONSOR expressly agrees that this indemnity provision extends to any and all claims, losses, actions or judgments for damages to property or injury, sickness or death to persons, arising out of, or in connection with, the acts and/or any performances or activities of SPONSOR, SPONSOR's officers, employees, agents, and representatives, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by SPONSOR or its officers, employees, agents, and representative including, but not limited to, the caterer and/or vendor of alcohol during the Event.

Inspection, review and/or acceptance by CITY of any activity performed by or during the Event or any activity or non-activity by CITY police officers or other officers, employees, agents or

representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY contained in this Agreement.

SPONSOR agrees that they (i) have read the foregoing Agreement, understand it, and agree with its contents and conditions; (ii) have had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

I, LuAnn Scott, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind Moscow Renaissance Fair, Inc. to this Agreement.

MOSCOW RENAISSANCE FAIR, INC.

CITY OF MOSCOW, IDAHO

LuAnn Scott

Arthur D Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



Required for Events requesting Alcohol Use in the Moscow Downtown Central Business Zoning District or a Moscow Parks Facility.
City Council has the right to deny this application, but applicants may still move forward with their approved Event without alcohol.

Timeline for requesting Alcohol Use:

1. At least two months prior to Event, applicant submits Event Application or Parks Reservation for review.
2. Upon approval of Application or Reservation, applicant submits:
 - a. Alcohol Use application
 - b. Pays \$100 non-refundable Alcohol Use fee
 - c. Name(s) of licensed alcohol provider(s)
 - d. Events in a Moscow Park Facility also include:
 - i. Location of the beer/wine garden during the event with size dimensions, entry and exit points, and serving location. Provide as much detail as possible.
3. Staff drafts a Resolution according to the Event and communicates with applicant on security and insurance requirements.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, applicant pays any remaining fees.

Event Name: Moscow Renaissance Fair

Event Date(s): May 4 & 5, 2024

Event Location: East City Park

Event Start time: 10 a.m. (beer garden opens at 12:00 p.m. each day)

Event End time: Saturday 8:00 p.m. Sunday 5:00 p.m.

Individual responsible per Event Application/Parks Reservation: LuAnn Scott

By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the \$100 fee is non-refundable regardless of the decision issued by City Council.

LuAnn Scott
Signature of Individual responsible for Event

3-4-24
Date

Date Received: 03/07/2024

Date non-refundable fee paid: 3-7-24

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 8, 2024



AGENDA ITEM TITLE

Artwalk Season Finale Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Megan Cherry, Arts Program Manager

DESCRIPTION

The City of Moscow Arts Department is hosting the Artwalk Season Finale on Thursday, June 20th, from 4:00 pm to 8:00 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2023-2024 Artwalk Season in an artistic and festive manner. As a City-hosted event, the Arts Department has facilitated the registration of Main Street vendors and demonstrators, as well as business and non-profit host locations. No more than 5 (five) licensed vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, Kidwalk, food sales, art demonstrations, and more. The event has been reviewed and approved as of February 6, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024 - __ Beer-Wine_The Entertainment District_Artwalk_Final

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND WINE AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN THE ENTERTAINMENT DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 9, Chapter 6, Section 6-35 and Title 9, Chapter 8, Section 8-17 prohibit any person from selling, serving, giving away, dispensing, consuming or carrying any beer or wine in open containers on or in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, The Entertainment District is defined in Moscow City Code Title 10, Chapter 1, Section 1-12 as an exemption to the Open Containers Prohibition (hereinafter “The Entertainment District”) with Council approval; and

WHEREAS, the City of Moscow (hereinafter “the Event Sponsor”) desires to have its sponsored event, Artwalk (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

WHEREAS, the Permitted Event (see Attachment “B”) is an event sponsored by the Event Sponsor, intended to foster the region’s cultural ecosystem by promoting the visual, literary, performance, and culinary arts offerings within Moscow businesses and non-profits; and

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

WHEREAS, Council wishes to prohibit the sale and/or consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of those participating in the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

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

SPECIFIC REGULATIONS ON THE SALE AND CONSUMPTION OF BEER AND WINE DURING ARTWALK, JUNE 20, 2024:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 20th day of June, 2024, from 4 p.m. to 8 p.m. local time.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendors have current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. City shall be named as an additional insured on the insurance policy of the licensed vendors.
2. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably determine that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or their designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be no more than five (5) licensed vendors selling beer and wine at the Permitted Event.
2. All beer and wine shall be sold only by a licensed vendor.
3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided

to the Community Events Division no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and wine.

5. The City shall play no role in determining which vendors shall be selected to sell alcoholic beverages during the Permitted Event, unless it is a City sponsored event.
6. Each licensed vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed at each vendor's sales or dispensing counter where they shall issue one (1) wristband per individual twenty-one (21) years of age or older whom have not yet received a wristband.
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine are being served during the Permitted Event. The Event Sponsor shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and wine, the Community Events Division shall provide to the City Clerk one (1) copy of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following within The Entertainment District: (a) the beer and wine sales areas; and (b) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Community Development, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The Event Sponsor shall provide Artwalk branded wristbands and cups to licensed vendors for issuance to attendees denoting that such attendees' identification has been checked to confirm that they are of legal drinking age, in lieu of providing an identification checking station.
4. No person shall be allowed to purchase beer and wine other than within the area designated for beer and wine sales and dispensing as shown on the map required by this Resolution and only persons with a designated wristband shall be allowed to purchase and possess beer and wine.
5. All beer and wine shall be dispensed in and consumed from the Artwalk branded cup. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage.
6. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.
7. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
8. A sign shall be prominently posted at or near the area designated for beer and wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
9. Beer and wine shall be sold only within the designated area in The Entertainment District only between the hours of 4 p.m. and 8 p.m. local time on the 20th day of June, 2024, during the Permitted Event.

10. Beer and wine shall be consumed only within the designated area in The Entertainment District between the hours of 4 p.m. and 8 p.m. local time on the 20th day of June, 2024, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendors at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall not be required to pay a fee for the Permitted Event that is associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

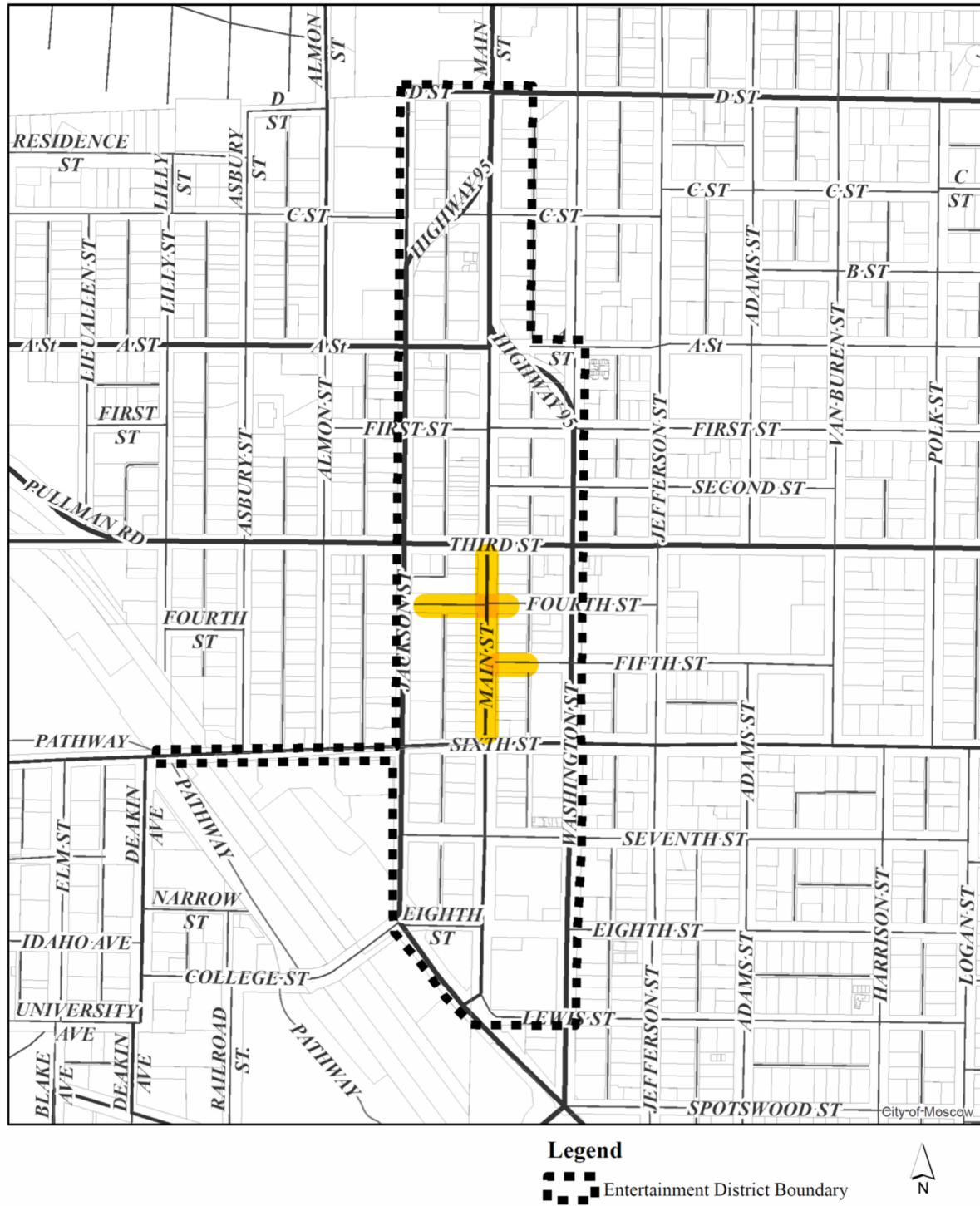
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2024.

Arthur D. Bettge, Mayor

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

Laurie M. Hopkins, City Clerk

Attachment "A" – Entertainment District Boundary



Attachment “B”

City of Moscow Community Events Division EVENT APPLICATION



*Thank you for your interest in organizing/sponsoring an Event in the City of Moscow!
Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches,
neighborhood block parties to street fairs.*

Submit completed forms electronically or physically to the Community Events office:
communityevents@ci.moscow.id.us or 221 East 2nd Street, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to make a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title 10, Chapter 17, Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and presentation to Administrative Committee and City Council. Administrative Committee meets on the 2nd and 4th Monday of each month and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays or rescheduling of meetings.

1. Name of Event: Artwalk Season Finale
2. Event Date(s): June 20, 2024
3. Event Location: Friendship Square, Main Street from 3rd to 6th, 5th Street from Main to the Alley.

4. Are you requesting a street closure for Event? Yes ☒ No ☐

If yes, provide street closure location(s). List cross streets, intersections, building addresses, etc. Include these details on your site map (see item 27.)

6th & Main, 5th & Alley, 3rd & Main

5. Do you require parking restrictions for the Event? Yes ☒ No ☐

If yes, list parking restrictions (i.e. no parking on day of event, parking restricted to a particular area, etc.).
No parking on the day of the event.

6. Street Closure set-up/Load-in time: Vendor load-in begins at 2 p.m. 4 p.m. Event(s) Start time: 4 p.m.

7. Event(s) End time: 8 p.m. Street Closure take-down/Load-out time: 8 - 9:30 p.m.

8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ☐ No ☒

9. Is this an annual Event? Yes ☒ No ☐

10. Are you planning on having refreshments and/or food? Yes ☒ No ☐

EVENT APPLICATION – LAST UPDATED NOVEMBER 13, 2023

Page 1 of 8

City of Moscow Community Events Division
EVENT APPLICATION



If **yes**, describe your waste and recycling plan. Applicants are responsible for removing all waste from their event footprint and disposing of properly, including emptying permanent trash receptacles in the downtown area. Dumpsters located downtown are for private use.
We request Parks staff support for trash receptacles in the event footprint.

11. Are you planning on serving alcohol/having alcohol available for purchase at the Event?
Yes ☒ (continue to Q.12) No ☐ (skip to Q.14)

**All events with alcohol are required to have a Catering Permit.
This process is to be handled by your licensed alcohol Vendor.**

Catering Permit applications are to be submitted to the City Clerk/Deputy City Clerk for approval.

12. Is the Event taking place in the public right-of-way (i.e. sidewalks, streets, etc.) within the City of Moscow Entertainment District? The Entertainment District allows for a temporary suspension of the Open Container law by Resolution of the City Council. See page 6 for a map of the Entertainment District.
Yes ☒ (continue to Q.13) No ☐ (skip to item B.)

13. Are the Event organizers interested in pursuing a temporary suspension of the Open Container law by City Council Resolution?
Yes ☒ (see item A.) No ☐ (skip to item B.)

A. Event organizers pursuing a temporary suspension by City Council Resolution of the Open Container law for their Event within the public right-of-way of the Entertainment District boundaries must satisfy the following conditions with their Event listed below, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Catering Permit:

- ☐ Include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.
- ☐ Post signage and waste receptacles at Event entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

City of Moscow Community Events Division
EVENT APPLICATION



B. Event organizers requesting for alcohol use for their Event that takes place in the public right-of-way **NOT within the Entertainment District boundaries must satisfy the following conditions with their Event, in addition to following any requirements set forth by Resolution and/or Catering Permit. This option is also available to Event organizers who are **NOT** pursuing a temporary suspension by City Council Resolution of the Open Container law:**

- ☐ Include the location and estimated size of the beer garden on Event Site Map. Please note: barricades required for beer gardens are 8' in length.
- ☐ Complete and submit a Barrier Use Contract with this application.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.

Upon approval from Council, remaining Event fees will be due, and applicant's vendor(s) are required to submit a Catering Permit application to the City Clerk/Deputy City Clerk. Any additional required paperwork outlined by the City Council Resolution and/or this process will also be due upon approval.

14. Are you planning on having a band or music? Yes ☒ No ☐

If yes, describe below any recording equipment, sound amplification equipment, etc. Submit a completed

Noise Exemption Permit Request with this Event application.

There will be amplified music at Friendship Square.

15. Approximate number of persons, animals, and/or vehicles comprising the Event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing attendance:

Estimated Vendors: 40 (with tents and/or trucks)

Estimated Audience Members: 3000-5000

16. Do you plan on having banners, signs, or other attention-getting devices in the Event? Yes ☒ No ☐

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes ☒ No ☐

If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



Public Restrooms, picnic tables, City-owned event equipment.

18. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?
Yes ☒ No ☐

If yes, contact City of Moscow Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

19. Please use this area to include more detail or attach additional pages for additional information about Event that is pertinent for us to know.

Officers needed per Entertainment District resolution, pending Council approval.

20. Organization Sponsoring Event: City of Moscow Arts Department
21. Organization Address: 206 E Third Street
22. Organization Officers/Authorized Representatives: Megan Cherry
23. Individual Responsible for Event Organization: Megan Cherry
24. Individual's Address: 206 E Third Street, Moscow, ID 83843
25. Individual's Day, Message, or Cell Phone Number: 208-883-7036
26. Individual's E-mail: mcherry@ci.moscow.id.us
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes ☒ No ☐
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

City of Moscow Community Events Division
EVENT APPLICATION



HOLD HARMLESS AGREEMENT:

The applicant/group/organization (hereinafter "SPONSOR"), through its duly and specifically authorized agents, hereby releases City of Moscow, Idaho (hereinafter "CITY") and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives, to which SPONSOR might otherwise be immune, arising from the Community Event, Block Party, Public Assembly, Parade or Sidewalk Walking Parade scheduled to occur as indicated on this application (hereinafter "Event"), including any Street Closure permitted under the terms of CITY's Policy on Street Closure. No SPONSOR shall be required to indemnify or hold harmless CITY for claims, actions and demands that arise out of CITY's sole negligence. Inspection, review and/or acceptance by CITY of any activity performed by or during the Event, or any activity or non-activity by CITY Police Officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY.

SPONSOR acknowledges it will abide by any and all Federal, State, or City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all Federal, State, or City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with said Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he/they and/or any participant is not in compliance with said Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, certify under penalty of perjury pursuant to the law of the State of Idaho, that (1) I have read the foregoing Hold Harmless Agreement, understand it and agree with its contents and conditions; (2) I either have had an opportunity to speak with legal counsel or opted not to seek legal counsel prior to either signing this Agreement or electronically signing this Agreement by selecting the box below; and (3) understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. I, SPONSOR, certify under penalty of perjury pursuant the law of the State of Idaho that the foregoing is true and correct and that I have the authority to bind the group or organization, if applicable, to this Agreement.

NAME: Megan Cherry

DATE: 1/30/2024

EVENT SPONSOR ELECTRONIC SIGNATURE:

☒ By checking this box as an electronic signature, I agree, declare, and certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct. I agree to all the terms and conditions that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. I certify under penalty of perjury pursuant to the law of the State of Idaho that I have authority to bind the group or organization, if applicable, to this Agreement. I am signing this document utilizing an alternative manner of providing an electric signature through agreeing to and checking the above box and understand this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

EVENT SPONSOR NON-ELECTRONIC SIGNATURE:

Type text here

(Required only if printing and submitting in person)

The information on this form is Public Record and may be posted to a public website.
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at <https://www.ci.moscow.id.us/393/City-Code>.

FOR OFFICE USE ONLY

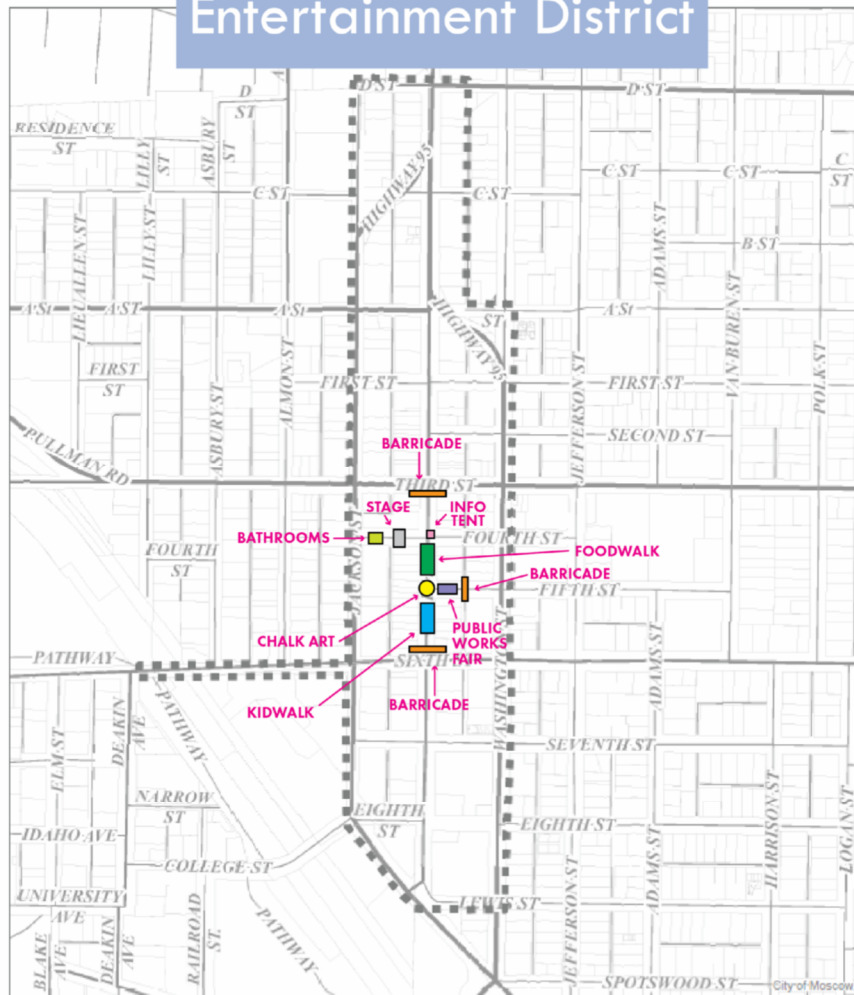
☐ Community Event without alcohol	☒ Community Event with alcohol	☐ Street Parade Event
☐ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	☐ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	☐ Residential Neighborhood Block Party Event
Date App Rec'd: <u>1/30/2024</u>	Fees Due: _____	Fees Paid: _____

EVENT APPLICATION – LAST UPDATED NOVEMBER 13, 2023

Page 5 of 8



Entertainment District



- BARRICADE
- KIDWALK
- FOODWALK
- CHALK ART
- PUBLIC WORKS FAIR
- BATHROOMS
- INFO TENT
- STAGE

Legend

Entertainment District Boundary



EVENT APPLICATION – LAST UPDATED AUGUST 11, 2021

Page 6 of 8

NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

(Please allow at least three business days in which to process this request)

Requested Event Date(s): June 20, 2024 Begin time: 4 p.m. End time: 8 p.m.

Event Location: Friendship Square and in the on-street event footprint between 5th & 6th on Main.

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

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: See Entertainment District Resolution
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)

Live Band Performing ☐ No ☒ Yes - Group: TBD

Describe the event: The Artwalk Season Finale includes at Friendship Square.

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

Name of requesting person/Group/Organization: City of Moscow Arts Department

Person responsible for Group or Organization: Megan Cherry

Requesting Person's Address: 206 E Third St.

Phone Number: 208-883-7036 Email Address: mcherry@ci.moscow.id.us
Daytime phone number is required *Permits will be returned by email unless otherwise requested*

Responsible person available AT AND DURING this event: Megan Cherry

Cell- or contact-phone during event: 208-883-7036

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Read the following carefully:

The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) stemming from such activity. Every Applicant requesting a noise Exemption Permit shall cooperate with law enforcement by adjusting the noise level in the event of any citizen complaint(s). In the event of non-compliance, law enforcement may revoke this permit. No applicant/group/organization shall be required to indemnify or hold harmless City of Moscow, Idaho for claims, actions and demands that arise out of City's sole negligence.

Requesting Person's Signature: Megan Cherry Digitally signed by Megan Cherry Date: 2024.01.30 10:11:01 -0800 Date: _____

☒ APPROVED ☐ DENIED

Date permit valid: 06/20/2024 Hours permit valid: 4 pm -8 pm

Noise level (dba) shall not exceed 85dba at ☒ source at ☐ property line

Other Conditions: NA

TJ Berrett
IT BERRETT 1386 30, 2024 11:52 PST
Police Chief or Designee (208) 883-7054

Community Events Division Event Application Review					
Artwalk Season Finale		06/20/2024		4 pm - 8 pm	
Event Name			Date(s)/Time(s)		
DEPARTMENT/DIVISION DESIGNEE			EVENT(S) APPROVED/DENIED		
<u>TL Berrett</u> TL Berrett (Jan 30, 2024 11:53 PST)					
Moscow Police Department					
Officer presence required? ☐ Yes ☒ No ☐ N/A			Officers available? ☐ Yes ☒ No ☐ N/A		
<u>Dan Ellinwood</u> Dan Ellinwood (Jan 30, 2024 11:10 PST)					
Moscow Volunteer Fire Department					
<u>David R. Schott</u> David R. Schott (Jan 30, 2024 13:42 PST)					
Parks and Recreation Department					
<u>Kyle Rainer</u> Kyle Rainer (Jan 30, 2024 11:31 PST)					
Community Development-Engineering Division					
 Steve Schulte (Feb 6, 2024 14:46 PST)					
Public Works-Environmental Services Division					
<u>Steve Schulte</u> Steve Schulte (Feb 6, 2024 14:46 PST)					
Public Works-Streets Department					
Street closure required? ☒ Yes ☐ No ☐ N/A			ITD permit required? ☐ Yes* ☒ No ☐ N/A		
*Application will remain pending until ITD grants applicant a permit					
Time of street closure? 2 pm - 9:30 pm			Fees? N/A		
Start End			Daytime Nighttime		
<u>Laura Perrigo</u> Laura Perrigo (Feb 27, 2024 10:16 PST)					
City Clerk/Deputy City Clerk					

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



Required for Events requesting Alcohol Use in the Moscow Downtown Central Business Zoning District or a Moscow Parks Facility.

City Council has the right to deny this application, but applicants may still move forward with their approved Event without alcohol.

Timeline for requesting Alcohol Use:

1. At least two months prior to Event, applicant submits Event Application or Parks Reservation for review.
2. Upon approval of Application or Reservation, applicant submits:
 - a. Alcohol Use application
 - b. Pays \$100 non-refundable Alcohol Use fee
 - c. Name(s) of licensed alcohol provider(s)
 - d. Events in a Moscow Park Facility also include:
 - i. Location of the beer/wine garden during the event with size dimensions, entry and exit points, and serving location. Provide as much detail as possible.
3. Staff drafts a Resolution according to the Event and communicates with applicant on security and insurance requirements.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, applicant pays any remaining fees.

Event Name: Artwalk Season Finale **Event Date(s):** June 20, 2024

Event Location: Friendship Square and Main Street from 3rd to 6th, including the half block of 5th St.

Event Start time: 4:00 p.m. **Event End time:** 8:00 p.m.

Individual responsible per Event Application/Parks Reservation: Megan Cherry

By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the \$100 fee is non-refundable regardless of the decision issued by City Council.

Megan Cherry Digitally signed by Megan Cherry
Date: 2024.01.30 08:50:15 -08'00'

Signature of Individual responsible for Event **Date**

Date Received: 1/30/24 **Date non-refundable fee paid:** N/A

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 8, 2024



AGENDA ITEM TITLE

Carol Brink Pathway Replacement Project - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

RESPONSIBLE STAFF

Bob Buvel, Staff Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

This project's scope includes removing and replacing 670' of 10' wide existing pathway as well as 298' of an HMA overlay at a depth of 1.5" on Carol Brink Pathway located on the north end of the Moscow School District Community Playfields. Restoration of the existing pathway includes crushed rock base, subgrade separation geotextile, HMA paving, and restoring existing landscaping. The City advertised the project for bids on March 9, 2024 & March 16, 2024, and the Engineer's Estimate for the construction was \$94,375.00. Bids were opened on March 26, 2024, at which two (2) bids were received. The bids ranged from \$105,678.00 to \$148,818.25. Of those bids, the lowest responsive bid received was submitted by Motley-Motley with a bid of \$105,678.00. A bid tabulation is included in the packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the Bid from Motley-Motley, award the contract in the amount of \$105,678.00, and authorize staff approval of construction change orders in the amount not to exceed 10% of the contract amount, or provide staff further direction.

STAFF RECOMMENDATION

Recommend acceptance of the bid from Motley-Motley, award the contract in the amount of \$105,678.00 and authorize staff approval of construction changes orders in an amount not to exceed 10% of the contract amount.

OTHER RESOURCES

FISCAL IMPACT

Funds for the project will be expended from the Parks Improvements Fund (350-165-770-73).

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. Carol Brink Pathway 2024 -Construction Agreement_final with attachments
2. Carol Brink Pathway - Bid Tabulation

**CONSTRUCTION AGREEMENT
FOR CAROL BRINK PATHWAY REPLACEMENT PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND MOTLEY-MOTLEY, INC.**

THIS CONSTRUCTION AGREEMENT FOR CAROL BRINK PATHWAY REPLACEMENT PROJECT BETWEEN CITY OF MOSCOW, IDAHO, AND MOTLEY-MOTLEY, 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 Motley-Motley, Inc., 6901 SR 270, Pullman, Washington, 99163 (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 Carol Brink Pathway Replacement, City of Moscow Project No. 118-023, Attachment "A", consisting of **116 pages**;
2. Bid Proposal of CONTRACTOR, dated March 26, 2024, Attachment "B", consisting of **7 pages**;
3. Performance and Payment Bonds and Insurance Certificates;
4. No Addenda attached; 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:

CAROL BRINK PATHWAY REPLACEMENT PROJECT

ARTICLE 3.

CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than July 1, 2024 and shall be substantially completed no later than September 30, 2024. Work shall be substantially completed within thirty (30) calendar days of commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with the General Conditions in Attachment "A". 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 Hundred Five Thousand Six Hundred Seventy-Eight Dollars (\$105,678.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of One Hundred Five Thousand Six Hundred Seventy-Eight Dollars (\$105,678.00), 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:
Motely-Motley, Inc.
Frank J. Motley

CITY:
City of Moscow
Engineering Division

6901 SR 270
Pullman, WA 99163

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

**ARTICLE 17.
NON-APPROPRIATIONS**

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

**ARTICLE 18.
APPROVAL REQUIRED AND SEVERABILITY**

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

**ARTICLE 19.
EXECUTION**

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

I, Frank J. Motley, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Motley-Motley, Inc. to this Agreement.

CONTRACTOR:
Motley-Motley, Inc.

CITY:
City of Moscow, Idaho

By: Frank J. Motley

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 Frank J. Motley, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Motley-Motley, Inc.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

CAROL BRINK PATHWAY REPLACEMENT

CITY OF MOSCOW PROJECT NO. 118-023

(This Page Was Intentionally Left Blank)

CITY OF MOSCOW, IDAHO

**Community Development
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications and Proposal

CAROL BRINK PATHWAY REPLACEMENT

CITY OF MOSCOW PROJECT NO. 118-023



**STAFF ENGINEER:
BOB BUVEL, P.E.**

(This Page Was Intentionally Left Blank)

TABLE OF CONTENTS

TABLE OF CONTENTS	i
INVITATION TO BID.....	1
BID PROPOSAL	1
BID SCHEDULE	4
CONSTRUCTION AGREEMENT.....	6
IB-1. INTENT OF PLANS AND SPECIFICATIONS	13
IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION	13
IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE	13
IB-4. PREPARATION AND DELIVERY OF PROPOSAL.....	13
IB-5. PROPOSAL GUARANTY	14
IB-6. RETURN OF PROPOSAL GUARANTY	14
IB-7. QUALIFICATIONS OF BIDDER.....	14
IB-8. AWARD OF CONTRACT	14
IB-9. FAILURE TO EXECUTE CONTRACT	15
IB-10. NONDISCRIMINATION IN EMPLOYMENT.....	15
IB-11. WAGE RATES.....	15
IB-12. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT	16
IB-13. PERFORMANCE PERIOD	16
IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK.....	16
IB-15. ALTERNATES.....	16
IB-16. SUBCONTRACTORS TO BE LISTED ON BID	17
GENERAL CONDITIONS.....	18
GC-1. COMPLIANCE.....	18
GC-2. DEFINITIONS	18
GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS.....	19
GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS.....	19
GC-5. INVESTIGATION BY BIDDERS	20
GC-6. NON-DISCRIMINATION	20
GC-7. INTERPRETATION OF THE SPECIFICATIONS.....	20
GC-8. CONTRACTS.....	20
GC-9. QUANTITIES FURNISHED BIDDERS.....	24
GC-10. MAJOR CHANGES	25
GC-11. EXTRA WORK.....	25
GC-12. MONTHLY PAYMENTS	26
GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES	27
GC-14. ABANDONMENT OF WORK	28
GC-15. AUTHORITY OF ENGINEER	28
GC-16. PERFORMANCE AND PAYMENT BONDS	29
GC-17. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED	30
GC-18. PATENT ROYALTIES AND PROCESS FEES	31
GC-19. CONTRACTOR RESPONSIBLE FOR WORK.....	31
GC-20. USE OF COMPLETED PORTION	32
GC-21. SIGNATURES.....	32
GC-22. ORDERS TO BEGIN WORK	32
GC-23. ORDER OF WORK.....	33
GC-24. EFFICIENCY OF OPERATION/LICENSING	33
GC-25. PROTECTION OF WORK AND PROPERTY	33
GC-26. RESPONSIBILITY FOR SAFETY	34
GC-27. GUARDS AND BARRICADES	34
GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES	34
GC-29. MAINTAINING POSTAL SERVICE.....	35
GC-30. EMERGENCY WORK	35
GC-31. SUPERVISION OF WORK.....	35

GC-32.	CORRECTION AND COMPLETION OF WORK.....	35
GC-33.	SUBSTITUTES CLAUSE	36
GC-34.	DETAILED BREAKDOWN OF CONTRACT PRICE	37
GC-35.	CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE	37
GC-36.	STREET CLEANUP DURING CONSTRUCTION	38
GC-37.	CLEANUP	38
GC-38.	PROOF OF TAX PAYMENT.....	38
GC-39.	HOLD HARMLESS REQUIREMENT	38
GC-40.	JURISDICTION AND DISPUTE RESOLUTION	39
GC-41.	PERMITS AND LICENSES	39
GC-42.	ENVIRONMENTAL MATTERS.....	40
GC-43.	NO THIRD PARTY BENEFICIARIES.....	40
GC-44.	COMPLIANCE WITH GRANT CONDITIONS.....	40
ENGINEERING SPECIFICATIONS.....		41
ES-1.	SCOPE OF WORK.....	41
ES-2.	TRAFFIC CONTROL/R.O.W USE PERMITS	41
ES-3.	MATERIALS	43
ES-4.	REMOVALS AND DISPOSALS	43
ES-5.	EARTHWORK	44
ES-6.	SUBGRADE SEPARATION GEOTEXTILES.....	45
ES-7.	CRUSHED ROCK BASE.....	46
ES-8.	SOFT SPOT REPAIR.....	48
ES-9.	WATERING.....	49
ES-10.	WEIGHING.....	49
ES-11.	CONCRETE	50
ES-12.	CONCRETE CONSTRUCTION REQUIREMENTS	52
ES-13.	CONCRETE CURB.....	56
ES-14.	CONCRETE SIDEWALK	58
ES-15.	SUPERPAVE HOT MIX ASPHALT	60
ES-16.	CEMENT CONCRETE PAVEMENT.....	62
ES-17.	ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES	66
ES-18.	MANHOLES AND CATCH BASINS	67
ES-19.	TRENCH EXCAVATION AND BACKFILL	70
ES-20.	PIPE	77
ES-21.	GATE VALVES AND VALVE BOXES	85
ES-22.	FIRE HYDRANTS.....	87
ES-23.	STORM AND SANITARY CONNECTIONS.....	89
ES-24.	STREET / ALLEY CUT REPAIR.....	91
ES-25.	EROSION AND SEDIMENT CONTROL	91
ES-26.	STORMWATER RUNOFF CONTROL	91
ES-27.	IMPORTED TOPSOIL	91
ES-28.	SEEDING.....	92
ES-29.	TREE TRIMMING.....	92
ES-30.	INSPECTION.....	93
ES-31.	WORKMANSHIP AND CLEAN UP	93
ES-32.	MOBILIZATION.....	94
SPECIAL PROVISIONS		95
SCOPE		95
GENERAL.....		95
SP-1.	MOBILIZATION.....	96
SP-2	EXCAVATION	97
SP-3	REMOVE AND DISPOSE OF BITUMINOUS SURFACE.....	97
SP-4	1/2" SUPERPAVE HMA PAVEMENT	98
SP-5	SUBGRADE SEPARATION GEOTEXTILE	99
SP-6	3/4" (-) CRUSHED ROCK BASE.....	100

SP-7	SOFT SPOT REPAIR.....	100
SP-8	OVERLAY SURFACE PREPARATION.....	101
SP-9	MISC. LANDSCAPING	101
SP-10	STRAW WATTLE EROSION CONTROL	102
SP-11	CONSTRUCTION ENTRANCE.....	103
SP-12	TRAFFIC CONTROL.....	104
APPENDIX I.....		106

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. The sealed bid shall be clearly marked “**Bid Enclosed – “Carol Brink Pathway Replacement”** until **2:00 p.m.**, prevailing local time, **Tuesday, March 26, 2024**, for the following project:

CAROL BRINK PATHWAY REPLACEMENT

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, removing and replacing 670’ of a 10’ wide existing pathway as well as 298’ of an HMA overlay at a depth of 1.5”. Restoration of the existing pathway includes crushed rock base, subgrade separation geotextile, HMA paving, and restoring existing landscaping.

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” / Carol Brink Pathway Replacement”

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 **9016628**. 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, Deputy City Clerk

Publish Dates: March 9, 2024 & March 16, 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 the CAROL BRINK PATHWAY REPLACEMENT, (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 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:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. _____			
b. _____			
c. _____			
d. _____			
e. _____			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for CAROL BRINK PATHWAY REPLACEMENT as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	1 LS	\$ _____	\$ _____
2	Excavation (including haul)	124 CY	\$ _____	\$ _____
3	Remove/Dispose Bituminous Surface	745 SY	\$ _____	\$ _____
4	1/2" Superpave HMA Pavement	134 TON	\$ _____	\$ _____
5	Subgrade Separation Geotextile	745 SY	\$ _____	\$ _____
6	3/4" (-) Crushed Aggregate Base	230 TON	\$ _____	\$ _____
7	Soft Spot Repair	135 SY	\$ _____	\$ _____
8	Overlay Surface Preparation	1 LS	\$ _____	\$ _____
9	Misc. Landscaping	1 LS	\$ _____	\$ _____
10	Straw Wattles	980 LF	\$ _____	\$ _____
11	Construction Entrance	1 LS	\$ _____	\$ _____
12	Traffic Control	1 LS	\$ _____	\$ _____
			Bid Total	\$ _____

12. 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 CAROL BRINK PATHWAY REPLACEMENT
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR CAROL BRINK PATHWAY REPLACEMENT 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: CAROL BRINK PATHWAY REPLACEMENT 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:

"CAROL BRINK PATHWAY REPLACEMENT"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall **be substantially completed on or before Date, or other time considerations**, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with the Contract Documents. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY **One Half of One Percent (0.5%)** of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **One Half of One Percent (0.5%)** of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of **Dollar Amount (\$000.00)**, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of **Dollar Amount (\$000.00)**, United States Currency, unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. TERMINATION

Termination provisions are governed by the attached Contract Documents.

ARTICLE 6.

INDEPENDENT CONTRACTOR

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

ARTICLE 7. SCOPE OF SERVICES

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

ARTICLE 8. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 9. CONFLICT OF INTEREST

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

ARTICLE 10. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits and attachments hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or

altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 11.

LICENSES AND ADHERENCE TO LAW REQUIRED

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

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

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

Employment of Residents of Idaho. Pursuant to Idaho Code § 44-1001, CONTRACTOR certifies that it will employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code § 44-1003, as employees for the completion of the terms required in this Agreement. If CONTRACTOR employs less than fifty (50) employees on this project, CONTRACTOR may employ up to ten percent (10%) nonresidents for the completion of the terms required in this Agreement. In all cases, CONTRACTOR agrees to give a preference to bona fide Idaho residents. The parties agree that if Project involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

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

ARTICLE 12.

EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section. Furthermore, Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

ARTICLE 13. LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 14. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

ARTICLE 15. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

ARTICLE 16. COMMUNICATIONS

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

CONTRACTOR:

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 July 1, 2024 and shall be substantially completed no later than September 30, 2024. Work shall be substantially completed within thirty (30) calendar days of commencement of work unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

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

IB-15. ALTERNATES

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

alternate(s) that the 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

- 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

- 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:
 - 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

- 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:

- 7. Inform the Engineer in writing of such need; and

8. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 9. 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 or discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 10. 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.

11. 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:

12. 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:

13. 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 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. 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 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:
 - 14. agrees with the other Party to submit the Claim to another dispute resolution process; or
 - 15. 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
---	------------

Compaction standard for coarse granular materials by use of the vibratory spring-loaded compactor.	Idaho T-74
--	------------

Moisture density relations using a 5.5 lb. rammer and 18-inch drop, method A or C.	AASHTO T-99
--	-------------

Nuclear method for the determination of percent compaction in place density and moisture content of soils and aggregates.	WAQTC TM7
---	-----------

7.4 Placing

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

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

7.5 Mixing

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

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

Travel Plant Method. After the material for each layer of base course has been placed through an aggregate spreader or windrow sizing device, the base shall be uniformly mixed by a traveling

mixing plant. During the mixing, water shall be added in an amount necessary to facilitate compacting.

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

7.6 Shaping and Compaction

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

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

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

7.7 Payment

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

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

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

Dispose of the excavated material per Specification ES-4.

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

8.3 Payment

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

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

ES-9. WATERING

Bulk water furnished to contractors for the construction of City funded projects will be provided at NO cost to the contractor. Bulk water furnished to contractors for purposes other than the construction of City funded projects must be purchased from the City. All bulk water use by contractors will be metered and paid for under rates and fees established by the City's most current adopted fee schedule and pursuant to City Code.

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

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

ES-10. WEIGHING

Weighing equipment for the weighing of crushed stone surfacing materials, bituminous construction, etc., shall consist of and conform to Section 109, of the latest edition, of the Idaho

Transportation Departments Standard Specifications for Highway Construction, and amendments thereto. In any event, the scales shall be tested and sealed, at the expense of the Contractor, as set forth in the Standard Specifications listed above. Weight slips in duplicate form shall accompany each load of crushed rock or asphalt to the construction site.

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

<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 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 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 the Carol Brink Pathway. This work includes, but is not limited to, the replacement of approximately seven hundred forty-five (745) square yards of two and one half inch (2.5") thick HMA pathway, three hundred thirty-one (331) square yards of a one and one half inch (1.5") HMA overlay of existing pathway. This work includes constructing and maintaining a construction entrance that protects existing City infrastructure, erosion control to protect adjacent wetlands, and adding crushed rock to shoulders of the new pathway elevation.

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 EXCAVATION

This work shall consist of, but not limited to, the excavation of the pathway from top of existing aggregate base grade to the proposed subgrade finish grade. 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, root removal, embankment and compaction. The contractor is responsible for disposal of excess material.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Excavation shall be measured and paid by the cubic yard as determined by cross sections 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-2 EXCAVATIONC.Y.

SP-3 REMOVE AND DISPOSE OF BITUMINOUS SURFACE

This work shall consist of, but not limited to, the removal and disposal of bituminous surface. The removal shall be performed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings. Monuments shall be referenced prior to street removal.

Existing bituminous surface to be removed shall be saw-cut, if necessary, full depth, on smooth, straight lines as marked in the field. Saw cutting shall be considered incidental to this item. The asphalt is to be removed and disposed of by the contractor in a timely manner. 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.

Measurement and Payment:

Removal and disposal of bituminous surface shall be paid per square yard. 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-3 REMOVE / DISPOSE OF BITUMINOUS SURFACE..... S.Y.

SP-4 1/2" SUPERPAVE HMA PAVEMENT

This work shall consist of, but not limited to, the installation of hot mix asphalt pavement. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-15, and the Standard Drawings. This work shall take place after the aggregate base grade and compaction are approved by the Engineer.

Tack coat shall be applied at all edges where the new asphalt surface joins the existing pavement and/or curb in accordance with ES-15 SUPERPAVE HOT MIX ASPHALT. Tack coat shall not be applied when surface or weather conditions would prevent proper construction. 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.

Any rutted, damaged, or chipped edges in the existing asphalt matt shall be neatly sawn and removed immediately prior to tack coat application.

This item includes everything required to complete this work including, but not limited to lab, materials and equipment.

Measurement and Payment:

Measurement for 1/2" 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 be as shown on the Contractor's Proposal and shall include all materials, labor, equipment and incidentals necessary to the do the work for:

SP-4 1/2" SUPERPAVE HMA PAVEMENT..... TON

SP-5 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 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 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 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-5 SUBGRADE SEPARATION GEOTEXTILE S.Y.

SP-6 3/4" (-) CRUSHED ROCK BASE

This work shall consist of, but not limited to, installing 6" of crushed aggregate base under new pathway. 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 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-6 3/4" (-) CRUSHED ROCK BASE TON

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. 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 OVERLAY SURFACE PREPARATION

This work shall consist of, but not limited to, street sweeping the asphalt, removing vegetation from cracks and edges, milling upheaved asphalt and tack coating.

In sections where the pathway will be overlain the pathway will be swept clean of dust, leaves and other debris. The overgrown vegetation will be stripped from the edge of the pathway to expose the asphalt to be overlaid. Upheaved and/or asphalt shall be milled down to approximately 1/2" of asphalt to be overlaid.

Prior to the overlay the surface shall be clean, dry and even. The surface shall be tack coated per ES-15. SUPERPAVE HOT MIX ASPHALT.

Measurement and Payment:

Measurement and payment for OVERLAY SURFACE PREPARATION shall be by the lum sum as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-8 OVERLAY SURFACE PREPARATION L.S.

SP-9 MISC. LANDSCAPING

This work shall consist of returning the existing landscape areas, disturbed by construction activities, back to the original state prior to construction. This work includes, but is not limited to the following:

1. Placing 3/4" (-) crushed rock backfill in all excavated areas bordering constructed pathway.
2. Replacing and supplementing existing fabric, bark, and landscape rock.
3. Irrigation adjustments (if necessary).
4. Finish grading areas adjacent to the new pathway profile to provide a smooth connection between the pathway and surrounding area.
5. Seeding areas of backfill and disturbed grass with **Inferno Tall Fescue by Jacklin Seed.**

Construction of the Topsoil and Seeding shall be done in accordance with the Contract Plans, ES-27, ES-28, Standard Drawings, and these Specifications. Hydro seed mix shall be approved by Engineer and shall include fertilizer, tackifying agents, fiber mulch, and green dye to indicate areas that have been seeded.

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. After raking to a relatively smooth appearance, the finished grade of the topsoil shall be ½ inch below the curb/sidewalk elevation. The Contractor will be responsible for removing roots, sod, concrete, stones and other non-organic material from areas to receive topsoil and from the topsoil as it is being placed. Topsoil will be placed approximately 6 inches thick in most areas and shall be raked to blend into adjacent properties. The Contractor must furnish the appropriate tools and labor to perform an acceptable effort of raking and eliminating debris.

The Contractor shall take care not to damage asphalt when placing or compacting the topsoil. Damaged asphalt will be replaced at Contractor expense. The Contractor shall be responsible for cleaning all street areas of spilled or tracked dirt from the project area and approaches.

Irrigation systems may be encountered in this Project. If an irrigation system is disrupted, the Contractor shall notify the Project Manager immediately. Any required adjustment of the irrigation system will be the Contractor's responsibility and paid for under this item.

Measurement and Payment:

Measurement and payment for MISC. LANDSCAPING 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-9. MISC. LANDSCAPING.....L.S.

SP-10 STRAW WATTLE EROSION CONTROL

This work shall consist of, but not limited to, the procurement and installation of straw wattles. The straw wattle is used to prevent erosion events from depositing sediment in the adjacent bodies of water. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-25 EROSION AND SEDIMENT CONTROL, ES-26 STORMWATER RUNOFF CONTROL, City of Moscow Standard Construction Drawings, and these Specifications.

The straw wattles shall consist of a product manufactured for the specific purpose of controlling sediment discharge. Installation shall be performed in accordance with Specification ES-25 EROSION AND SEDIMENT CONTROL. The installation shall be maintained for the duration of the project until vegetation has reestablished to the satisfaction of the Project Manager.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment

Measurement for STRAW WATTLES will be per each for each linear foot of wattle furnished and installed on the project. Payment for this item shall include all materials, labor, equipment and incidentals necessary to construct, maintain, remove, and any associated work for:

SP-10 STRAW WATTLES L.F.

SP-11 CONSTRUCTION ENTRANCE

This work shall consist of, but not limited to, the installation and removal of a 12' wide construction entrance off of Mountain View Road on the West end of the project. The construction entrance will include steel plates over the existing 60" storm culvert and concrete sidewalk to protect/support infrastructure from damage due to heavy equipment, as well as a rock construction ramp over the curb and green strip. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-25 EROSION AND SEDIMENT CONTROL, ES-26 STORMWATER RUNOFF CONTROL, City of Moscow Standard Construction Drawings, and these Specifications.

The construction entrance shall not extend past the fog line of the bike lane and shall be delineated by MUTCD approved devices. Traffic control will be required to close the bike lane for the duration of the construction entrance.

Routine maintenance of the construction entrance will be required to keep all materials out of the travel lanes in Mountain View Road, including at the end of each day and after each use of the construction entrance.

Once work has been completed and all equipment has been removed from the project, the contractor shall remove all aspects of the construction entrance and return the area to prework or better condition. Including any damage that occurs due to insufficient protection, restoring topsoil to green strip, and any necessary seeding due to disturbance. See Misc. Landscaping for seeding requirements.

Measurement and Payment

Measurement for CONSTRUCTION ENTRANCE shall be paid by lump sum as shown on the Contractor's Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-11 CONSTRUCTION ENTRANCEL.S.

SP-12 TRAFFIC CONTROL

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

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. The Contractor will 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.

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

Public Communication / Notification and Access

City of Moscow will provide advance notification to all residents within the project limits approximately one to two months prior to start of the project. The Contractor will be responsible for notifying affected residents by flyer / door hangers or other approved method a minimum of 72 hours in advance of their work. The information shall be approved by the Engineer prior to use and shall include information such as: date(s) and time that their operation will be in progress; what residents should expect and the conditions for which they should be made aware of; a request that any irrigation or other items that cause the roadway to become saturated to be turned off; an on-site Field Supervisor’s contact name with mobile phone number; and to provide

a knowledgeable person that can address special access needs during the construction work or to answer questions.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the Work.

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

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

Measurement and Payment

Measurement and payment for TRAFFIC CONTROL shall be by lump sum as shown on the Contractor's Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-12 TRAFFIC CONTROL.....L.S.

APPENDIX I

PROJECT DRAWINGS

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	VICINITY MAP
2	OVERVIEW
3	STD DRAWING #7

CITY OF MOSCOW

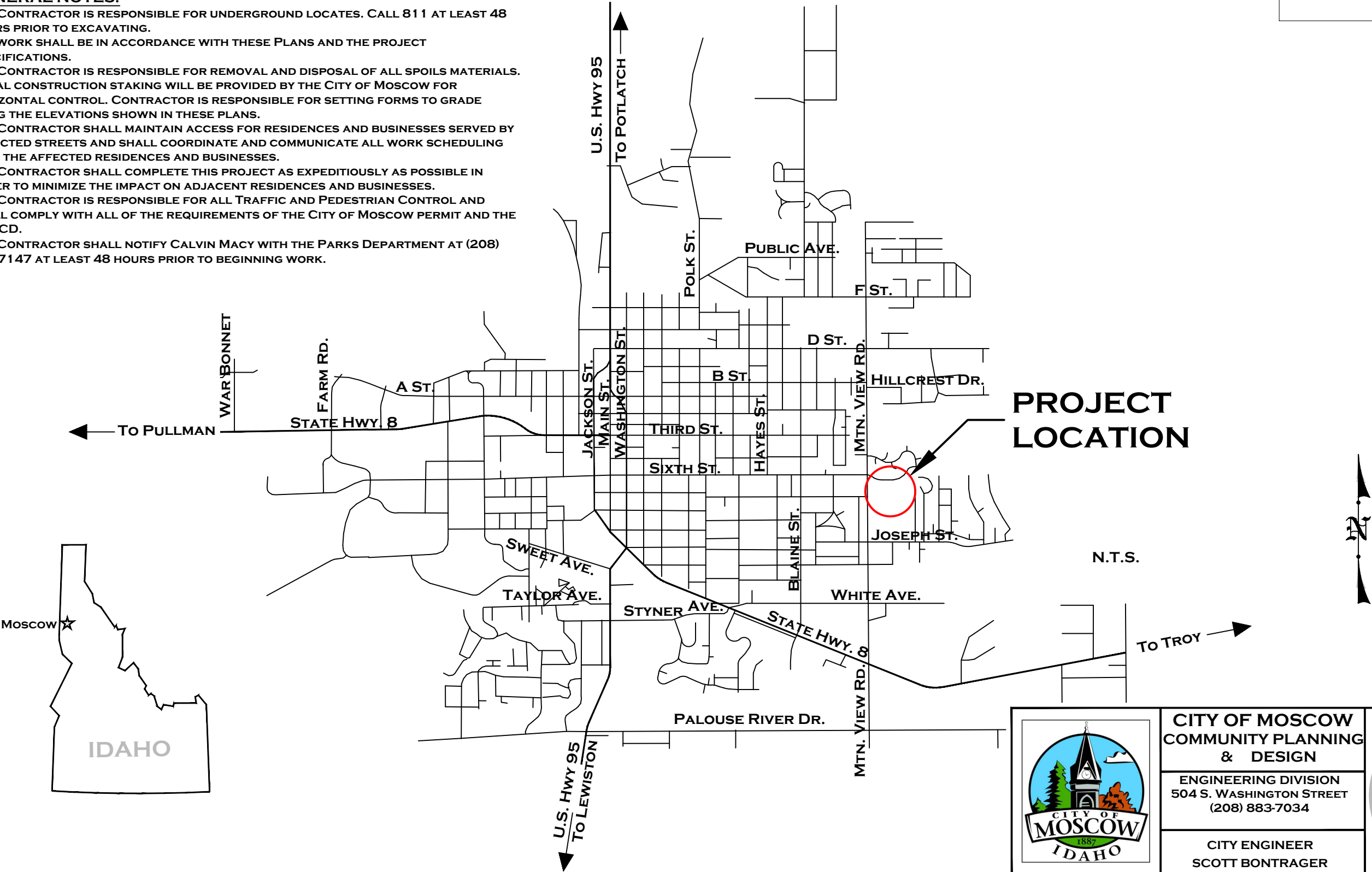
CAROL BRINK PATHWAY REPLACEMENT

PROJECT NO. 118-023

LEGEND	
	Construction Entrance
	Pathway Reconstruction
	Pathway Overlay
	Straw Waddle

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR UNDERGROUND LOCATES. 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 CITY OF MOSCOW PERMIT AND THE MUTCD.
8. THE CONTRACTOR SHALL NOTIFY CALVIN MACY WITH THE PARKS DEPARTMENT AT (208) 883-7147 AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.





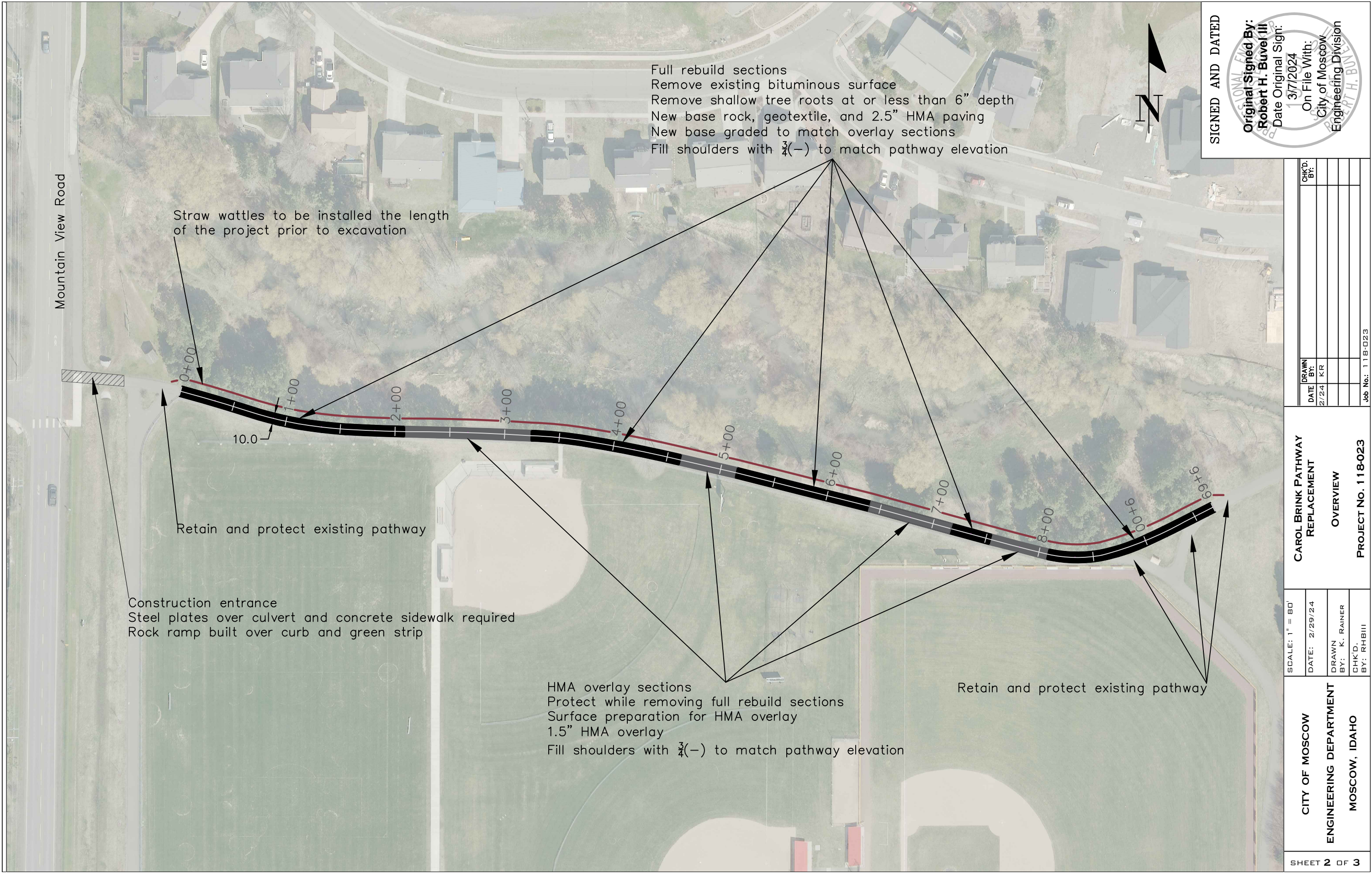
CITY OF MOSCOW
COMMUNITY PLANNING
& DESIGN

ENGINEERING DIVISION
504 S. WASHINGTON STREET
(208) 883-7034

CITY ENGINEER
SCOTT BONTRAGER

Original Signed By:
Robert H. Buvel III
Date Original Sign:
3/7/2024
On File With:
City of Moscow
Engineering Division





Full rebuild sections
Remove existing bituminous surface
Remove shallow tree roots at or less than 6" depth
New base rock, geotextile, and 2.5" HMA paving
New base graded to match overlay sections
Fill shoulders with $\frac{3}{4}$ "(-) to match pathway elevation

Straw wattles to be installed the length of the project prior to excavation

Retain and protect existing pathway

Construction entrance
Steel plates over culvert and concrete sidewalk required
Rock ramp built over curb and green strip

HMA overlay sections
Protect while removing full rebuild sections
Surface preparation for HMA overlay
1.5" HMA overlay
Fill shoulders with $\frac{3}{4}$ "(-) to match pathway elevation

Retain and protect existing pathway

SIGNED AND DATED

Original Signed By:
Robert H. Buvel III
Date Original Sign: 3/7/2024
On File With: City of Moscow
Engineering Division

CHK'D. BY:	
DRAWN BY:	KR
DATE:	2/24
Job No.:	11B-023

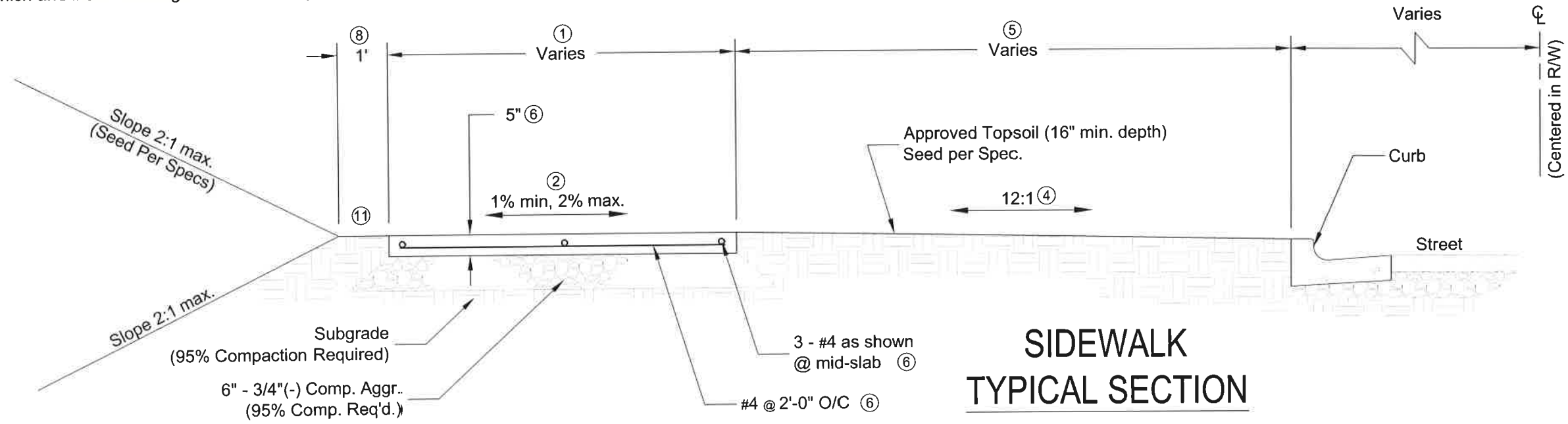
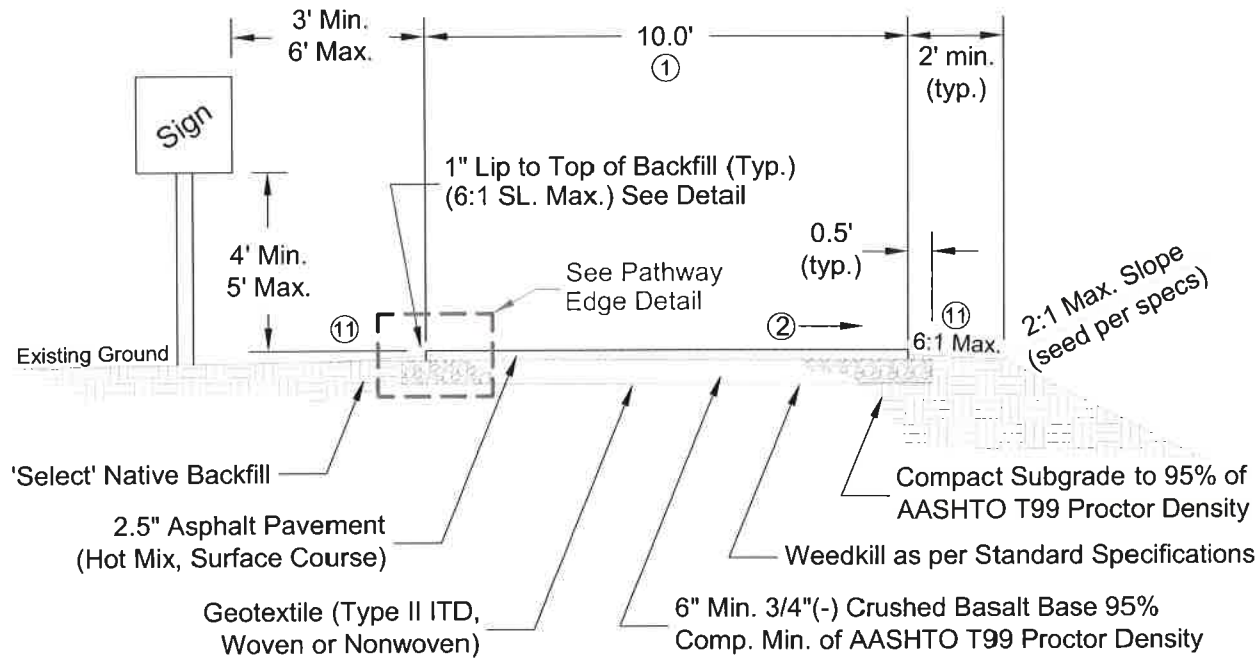
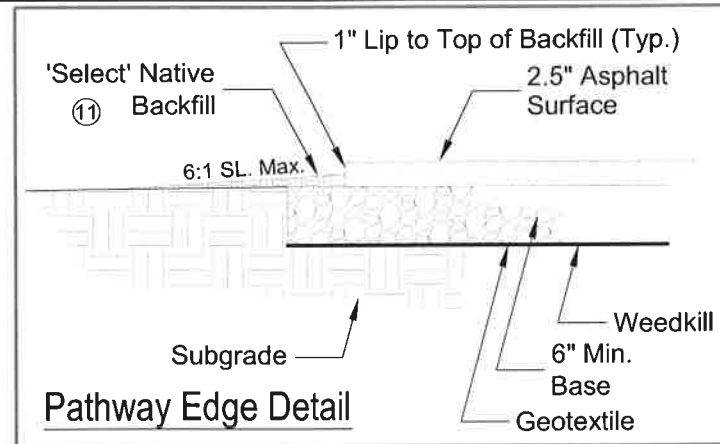
CAROL BRINK PATHWAY REPLACEMENT
OVERVIEW
PROJECT No. 11B-023

SCALE: 1" = 80'
DATE: 2/29/24
DRAWN BY: K. RAINER
CHK'D. BY: RHBIII

CITY OF MOSCOW
ENGINEERING DEPARTMENT
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.



REVISIONS		SIGNED AND DATED				DRAFTED BY: C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: NTS	DATE: 3-5-2014	SIDEWALKS & PATHWAYS	CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAWING NUMBER: 7
												

Motley Motley Inc
6901 SR 270
Pullman WA 99163

Attachment "B"

Community Development Bldg, main Floor Conference Room
504 South Washington St
Moscow ID 83843

Bid Enclosed: Carol Brink Pathway Restoration

RECEIVED
MAR 26 2024
@ 1:38pm

TO: Mayor and City Council
City of Moscow, Idaho

Date: 3/26/24

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 the CAROL BRINK PATHWAY REPLACEMENT, (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 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 0 through 0, 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 10880-unlimited-1-2-3

11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a. <u>NA</u>			
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for CAROL BRINK PATHWAY REPLACEMENT 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	\$ 12,000 ⁻	\$ 12,000 ⁰⁰
2	Excavation (including haul)	124 CY	\$ 62 ⁻	\$ 7,688 ⁰⁰
3	Remove/Dispose Bituminous Surface	745 SY	\$ 12 ⁻	\$ 8,940 ⁰⁰
4	1/2" Superpave HMA Pavement	134 TON	\$ 190 ⁻	\$ 25,460 ⁰⁰
5	Subgrade Separation Geotextile	745 SY	\$ 3 ⁻	\$ 2,235 ⁰⁰
6	3/4" (-) Crushed Aggregate Base	230 TON	\$ 51 ⁻	\$ 11,730 ⁰⁰
7	Soft Spot Repair	135 SY	\$ 39 ⁻	\$ 5,265 ⁰⁰
8	Overlay Surface Preparation	1 LS	\$ 7,400 ⁻	\$ 7,400 ⁰⁰
9	Misc. Landscaping	1 LS	\$ 5,800 ⁻	\$ 5,800 ⁰⁰
10	Straw Wattles	980 LF	\$ 7 ⁻	\$ 6,860 ⁰⁰
11	Construction Entrance	1 LS	\$ 5,300 ⁻	\$ 5,300 ⁰⁰
12	Traffic Control	1 LS	\$ 7,000 ⁻	\$ 7,000 ⁰⁰
			Bid Total	\$ 105,678

12. 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.

Motley-Motley Inc.
Firm Name of Bidder

[Signature]
Signature of Bidder

V.P.
Official Title

6901 OR 270 Pullman, WA 99163
Bidders Mailing Address

10880-unlimited-1-2-3
Public Works License No.

WA
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Pullman

This 24 day of march, 2024

BID OR PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, That we, Motley-Motley, Inc.

of 6901 State Route 270, Pullman, WA 99163 (hereinafter called the Principal),

as Principal, and Travelers Casualty and Surety Company of America

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

504 South Washington Street, Moscow, ID 83843

(hereinafter called the Obligee) in the penal sum of Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 14th day of March, 2024.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the

Obligee on a contract for Carol Brink Pathway Replacement, Project No. 118-023

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Motley-Motley, Inc.

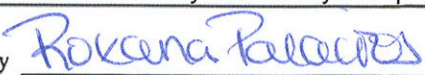
Principal

By 

Frank J. Motley

President

Travelers Casualty and Surety Company of America

By 

Roxana Palacios





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Roxana Palacios of Seattle, WA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

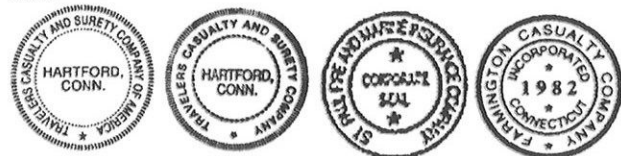
Principal: Motley-Motley, Inc.

OR

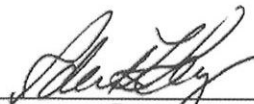
Obligee: City of Moscow

Project Description: Carol Brink Pathway Replacement, Project No. 118-023

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

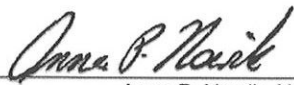
City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

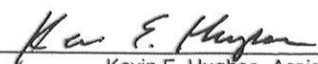
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of March, 2024.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Carol Brink Pathway Replacement Project
Bids Opened 3/26/2024

				Engineers Estimate		Bid From: Poe Asphalt Paving		Bid From: LOW BIDDER Motley-Motley	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total
<i>Preparation Items</i>									
1	Mobilization	1	LS	\$8,000.00	\$8,000.00	\$26,250.00	\$26,250.00	\$12,000.00	\$12,000.00
2	Excavation (Including Haul)	124	CY	\$50.00	\$6,200.00	\$57.75	\$7,161.00	\$62.00	\$7,688.00
3	Remove / Dispose Bituminous Surface	745	SY	\$15.00	\$11,175.00	\$9.65	\$7,189.25	\$12.00	\$8,940.00
<i>Paving</i>									
4	1/2" Superpave HMA Pavement	134	TON	\$200.00	\$26,800.00	\$220.00	\$29,480.00	\$190.00	\$25,460.00
5	Subgrade Separation Geotextile	745	SY	\$4.00	\$2,980.00	\$2.10	\$1,564.50	\$3.00	\$2,235.00
6	3/4" (-) Crushed Aggregate Base	230	TON	\$30.00	\$6,900.00	\$52.95	\$12,178.50	\$51.00	\$11,730.00
7	Soft Spot Repair	135	SY	\$40.00	\$5,400.00	\$53.00	\$7,155.00	\$39.00	\$5,265.00
8	Overlay Surface Preparation	1	LS	\$8,000.00	\$8,000.00	\$7,050.00	\$7,050.00	\$7,400.00	\$7,400.00
<i>Erosion Control and Roadside Restoration</i>									
9	Misc. Landscaping	1	LS	\$7,500.00	\$7,500.00	\$13,000.00	\$13,000.00	\$5,800.00	\$5,800.00
10	Straw Wattles	980	LF	\$4.00	\$3,920.00	\$5.50	\$5,390.00	\$7.00	\$6,860.00
11	Construction Entrance	1	LS	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$5,300.00	\$5,300.00
<i>Traffic</i>									
12	Traffic Control	1	LS	\$3,500.00	\$3,500.00	\$25,900.00	\$25,900.00	\$7,000.00	\$7,000.00
				TOTAL	\$94,375.00	TOTAL	\$148,818.25	TOTAL	\$105,678.00

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 8, 2024



AGENDA ITEM TITLE

Latah County Polling Location Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

In 2019, the City of Moscow entered into an agreement with Latah County to allow the County to utilize the Hamilton Indoor Recreation Center as a polling location during elections that are administered by the County Clerk's office at no cost to the County. It has come to both parties' attention that the prior 2019 agreement expired in 2020, even though the County has continued to utilize the facility as a polling place since 2019. Staff has prepared an updated agreement with similar terms and conditions that would cover all elections for the next five years and which includes a slightly shortened time window allowed for use of the facility as a polling location for the Council's consideration.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Polling Location Agreement; or take other action deemed appropriate.

STAFF RECOMMENDATION

Recommend approval of the Polling Location Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. County Polling Location Agreement_HIRC_Final

AGREEMENT FOR USE OF CITY FACILITY AS POLLING LOCATION

THIS AGREEMENT FOR USE OF CITY FACILITY AS POLLING LOCATION (hereinafter "Agreement") is made and entered into this _____ day of _____, 2024 by and between Latah County, a political subdivision of the State of Idaho, 522 South Adams Street, Moscow, Idaho, 83843 (hereinafter "COUNTY") and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WHEREAS, COUNTY desires to designate and continue to use CITY's Hamilton Indoor Recreation Center facility (hereinafter "HIRC") as a polling location for certain precincts for elections; and

WHEREAS, COUNTY has previously utilized CITY facilities as a polling location for Moscow Precincts 2, 3, 4 and 17. Specifically, in 2019 CITY and COUNTY entered into an agreement authorizing the use of CITY's HIRC as a polling location for various elections. The 2019 agreement has expired; and

WHEREAS, CITY desires to ensure that polling locations are well distributed and convenient to ensure that all registered voters have the opportunity to participate in the public election process; and

WHEREAS, pursuant to the election laws as provided in Idaho Code Title 34, County Clerk's are responsible for the general supervision of the administration of the election laws by each local election official within the Clerk's county, and the board of county commissioners are responsible for designating a suitable polling place for each election precinct (I.C. §§ 34-206, 34-209, 34-302);

NOW, THEREFORE, the Parties agree 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 agree to the following:

SECTION 1. USE OF FACILITY

- A. General and Primary Election. CITY hereby grants to COUNTY the right to use the HIRC, located at 1724 East F Street, Moscow, Idaho, 83843, as a polling place for the May and November election dates as determined by Idaho Code § 34-101 and § 34-102.
- B. Special Election. CITY Supervisor may authorize the use of the HIRC for any special election as defined in Idaho Code § 34-103 in accordance with the terms and conditions herein.
- C. COUNTY is granted use of the HIRC from 12:00 p.m. the day before each election through 12:00 p.m. the day after each election.
- D. Exception. In the event the HIRC has sustained damage or is undergoing construction, the HIRC may not be available as a polling location under the terms and conditions of this Agreement. CITY will exercise due diligence to notify COUNTY of any such condition as

soon as possible to provide sufficient time for COUNTY to designate an alternate polling location.

SECTION 2: TERM

This Agreement shall run from date of execution through December 31, 2029.

SECTION 3: USE FEE

The Parties agree there is no compensation to be paid for COUNTY to utilize the HIRC as a polling location with the exception of any cost of damages pursuant to Section 9.

SECTION 4: TERMINATION

CITY may, at its discretion, terminate this Agreement for any reason. Should CITY terminate this Agreement prior to its expiration, CITY shall provide a minimum ninety (90) days' notice prior to any general or primary election or known scheduled special election.

SECTION 5: EQUIPMENT

COUNTY shall have the responsibility to provide any equipment necessary for the public to vote at the HIRC.

SECTION 6: INDEMNIFICATION

- A. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers, employees, and agents acting within the course and scope of their employment and volunteer activities.
- B. Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor, or other vehicle not owned or leased by the Party.

SECTION 7: CHOICE OF LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho in and for the County of Latah.

SECTION 8: NOTICE

Communications as are required by this Agreement shall be satisfied by contacting the following individuals:

CITY:

City Clerk
206 East Third Street
PO Box 9203
Moscow, ID 83843
(208) 883-7015

COUNTY:

County Clerk
Latah County Courthouse
522 South Adams Street
Moscow, ID 83843
(208) 883-2249

SECTION 9: DAMAGES

COUNTY agrees to pay for the repair or replacement of any property damaged as a result of COUNTY's use of the HIRC.

SECTION 10: ENTIRE AGREEMENT, MODIFICATION and ASSIGNABILITY

This Agreement constitutes 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. COUNTY may not subcontract or assign its rights or duties arising hereunder without the prior written consent and express authorization of CITY.

SECTION 11: NO AGENCY RELATIONSHIP

The Parties warrant by their signatures that no agency relationship is established between CITY and COUNTY by the terms of this Agreement.

SECTION 12: AUTHORITY

Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power, and authority to enter into and execute this Agreement on such Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

LATAH COUNTY

CITY OF MOSCOW, IDAHO

Tom Lamar, Chair,
Board of Commissioners

Arthur D. Bettge, Mayor

ATTEST:

ATTEST:

Julie Fry, County Clerk

Laurie M. Hopkins, City Clerk

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 8, 2024



AGENDA ITEM TITLE

Paramedic Agreement with the Volunteer Fire Department of Moscow Idaho (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

Over the last several years, the Moscow Volunteer Fire Department has experienced difficulty in providing the required paramedic coverage required under the Department's Advanced Life Support (ALS) EMS License. The Department is currently operating under a waiver from the State of Idaho and must notify all surrounding agencies when paramedic coverage is not available. The Department provides paramedic EMS service to both the City of Moscow and all surrounding EMS agencies through paramedic rendezvous as well as responding to calls when the rural EMS agencies do not have personnel to respond to calls for service. The coverage shortfall has required the City's paid administrative staff to cover between 51% and 35% of the paramedic shifts over the last two years, which is not within their area of responsibility. To address this issue, the membership of the Volunteer Fire Department of Moscow, Idaho (which is a separate 501c3 non-profit corporation) has agreed to jointly fund three full-time paid paramedic/firefighter positions that would provide 24/7 paramedic coverage as well as provide assistance with volunteer member on-boarding, training and backup fire suppression support.

The Volunteers currently charge for emergency medical transport services and receive between \$500,000 and \$600,000 per year in revenue. The framework of the agreement includes the Volunteers fully funding the three positions for the first three years, after which the City would fund 5% of the three positions and which would be increased by 5% per year until reaching and 80%/20% cost distribution between the Volunteers and the City. In addition, beginning in 2026, the City would contribute 25% of the cost of future ambulance replacements. As the Council is aware, the City is also currently applying for a SAFER grant to fund these three positions for the first three years. The Volunteer Board unanimously approved the proposal and their Board meeting on February 22, 2024. Staff has prepared an agreement for the shared positions for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

Recommend approval of the Paramedic Agreement with the Volunteer Fire Department of Moscow, Idaho; or take other action as deemed appropriate.

STAFF RECOMMENDATION

Recommend approval of the Paramedic Agreement with the Volunteer Fire Department of Moscow, Idaho

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Paramedic Agreement Volunteer Fire Dept. and City

PARAMEDIC AGREEMENT
BETWEEN CITY OF MOSCOW, IDAHO AND
VOLUNTEER FIRE DEPARTMENT OF MOSCOW, IDAHO, INC.

THIS PARAMEDIC AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO AND VOLUNTEER FIRE DEPARTMENT OF MOSCOW, IDAHO, INC. (hereinafter "Agreement") is made and entered into 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 Volunteer Fire Department of Moscow, Idaho, Inc., a non-profit corporation of the State of Idaho, 229 Pintail Lane, Moscow, Idaho, 83843 (hereinafter "VOLUNTEERS").

W I T E S S E T H:

WHEREAS, the health and safety of all citizens of the city of Moscow is the greatest priority and is of the upmost importance to the Mayor and City Council; and

WHEREAS, there is a shortage of volunteer emergency medical services (hereinafter "EMS") personnel; and

WHEREAS, CITY and VOLUNTEERS intend to address the shortage by jointly funding three Paramedic/Fire Fighter positions who shall serve as CITY employees under the supervision and direction of CITY's paid administrative staff; and

WHEREAS, CITY and VOLUNTEERS agree the primary role of the proposed positions will be to provide emergency response paramedic coverage to the City of Moscow and the surrounding areas and smaller areas of Latah County and as time permits, the proposed positions may provide assistance with VOLUNTEER member on-boarding, training, and orientation activities;

NOW, THEREFORE, it is agreed for and in consideration of the mutual covenants and promises between the Parties hereto, that all matters stated above are true and correct and incorporated herein by references as if copied in their entirety and agree to the following:

SECTION 1: CITY RESPONSIBILITIES

- A. CITY shall create three (3) new full-time Paramedic/Fire Fighter job positions (hereinafter "Positions") within CITY's Fire Department to start January 1, 2025, whose primary responsibilities will be to provide emergency response paramedic coverage. When CITY employees filling the Positions have time during their regularly scheduled work hours, they may provide assistance to VOLUNTEERS for member on-boarding, training and orientation activities.
- B. CITY shall provide the same fringe benefits to the Positions as CITY offers to other full-time CITY employees.
- C. CITY shall provide VOLUNTEERS the opportunity to appoint two (2) representatives to:

1. Assist with the initial development and any future revisions of the Positions job description;
 2. Serve on interview panels convened for the evaluation and selection of the Positions' candidates; and
 3. Provide input to the direct supervisor of the CITY employees filling the Positions through-out the year or as requested for consideration in the evaluation of the employees filling the Positions.
- D. CITY shall have the sole final decision authority for the compensation, recruitment, hiring, training, supervision, evaluation, discipline, and termination of the CITY employees filling the Positions funded under this Agreement. CITY shall consult with the designated VOLUNTEERS representatives prior to termination of the CITY employees filling the Positions and shall take VOLUNTEERS input into consideration.
- E. Beginning in the 2026 calendar year, CITY shall be responsible for twenty-five percent (25%) of future ambulance replacement costs. CITY shall work cooperatively with VOLUNTEERS on future ambulance specifications and selection. Any grant funding CITY may be able to obtain for the replacement of ambulances shall count towards CITY's financial contribution.
- F. Beginning the fourth (4th) year of filling of the Positions, CITY shall fund five percent (5%) of the full-time salary and benefit costs of each of the Positions filled. This contribution shall increase by five percent (5%) each year thereafter until a total maximum funding contribution for the Positions of twenty percent (20%) is reached and which shall continue thereafter.

SECTION 2: VOLUNTEERS RESPONSIBILITIES

- A. VOLUNTEERS shall designate and appoint two (2) representatives who shall:
1. Assist with the initial development and any future revisions of the Positions job descriptions;
 2. Serve on interview panels convened for the evaluation and selection of the Positions' candidates; and
 3. Provide input to the direct supervisor of the CITY employees filling the Positions throughout the year or as requested for consideration in the evaluation of the CITY employees filling the Positions.
- B. For the first three (3) years of employment of each Position, VOLUNTEERS shall fund One Hundred Percent (100%) of the full-time salary and benefit costs of the Positions. Beginning in the fourth (4th) year of the Positions being filled, VOLUNTEERS' financial responsibility shall be decreased to ninety-five percent (95%) and an additional five percent (5%) decrease per each year thereafter until the minimum contribution of eighty percent (80%) is reached and said eighty percent (80%) contribution shall continue thereafter. Should CITY receive grant funding for the Positions during the term of this Agreement, such funds shall be utilized towards VOLUNTEERS funding obligations.

- C. Beginning in 2026, VOLUNTEERS shall be responsible for seventy-five percent (75%) of the cost of all future ambulance replacement costs. VOLUNTEERS shall work cooperatively with CITY on future ambulance specifications and vehicle selection. Any grant funding VOLUNTEERS may be able to obtain for the replacement of ambulances shall count towards VOLUNTEERS financial contribution.
- D. VOLUNTEERS shall be responsible for the purchasing and provision of all other EMS supplies and equipment for the Positions.

SECTION 3: FUNDING

- A. CITY and VOLUNTEERS agree to fund the Positions in accordance with this Agreement as shown in the table below:

Year	VOLUNTEERS Responsibility	CITY Responsibility
2025	100%	0%
2026	100%	0%
2027	100%	0%
2028	95%	5%
2029	90%	10%
2030	85%	15%
2031	80%	20%
2032	80%	20%
2033	80%	20%
2034	80%	20%

- B. By October 1, 2024 and each subsequent year thereafter, CITY shall provide VOLUNTEERS with an estimate of the cost of the Positions for the upcoming calendar year.
- C. CITY shall invoice VOLUNTEERS on a quarterly basis beginning in January of each year and VOLUNTEERS shall pay such invoices within thirty (30) days of receipt of such invoices.

SECTION 4: TERM

This Agreement shall become effective upon the date written above and shall remain in effect until December 31, 2034.

SECTION 5: TERMINATION

Either Party may terminate this Agreement at any time by providing twelve (12) months prior written notice of termination to the other Party. Immediate termination is permitted if the conditions under Section 6. C. or 6. H. as provided herein occur.

SECTION 6: GENERAL TERMS

A. Indemnification:

1. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.
2. Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor, or other vehicle not owned or leased by the Party.

B. No Separate Entity Created: This Agreement does not create a new independent legal or administrative entity. Property (which shall not include CITY funding) provided to accomplish the purposes of this Agreement shall remain the property of each Party supplying such property, unless otherwise specifically agreed upon otherwise.

C. Adherence to laws: The Parties agree to comply with all federal, state, city and local laws, rules and regulations regarding this Agreement. Non-compliance with applicable statutes, rules and regulations by either Party may be considered grounds for breach and immediate termination of this Agreement. VOLUNTEERS and CITY shall report violations of such laws as soon as practicable.

D. Jurisdiction and Venue: 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.

E. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

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

- G. Notice: All communications or notifications to be given pursuant to this Agreement shall be given to the following:

VOLUNTEERS:

Volunteer Fire Department
CEO
229 Pintail Ln.
Moscow, ID 83834

CITY:

City of Moscow
City Clerk
PO Box 9203
Moscow, ID 83843

- H. Entire Agreement, Modification, and Assignability: This Agreement and the exhibits hereto (if any) 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. VOLUNTEERS 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.
- I. 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.
- J. 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 under penalty of perjury pursuant to the law of the State of Idaho.

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

VOLUNTEERS

Volunteer Fire Department
of Moscow, Idaho, Inc.

CITY

City of Moscow, Idaho

Andrew Becker, CEO

Arthur D. Bettge, Mayor

ATTEST:

ATTEST:

Secretary, Board of Directors

Laurie M. Hopkins, City Clerk